

**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 13th day of February, 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, February 6, 2023.
2. Consider for approval all monthly bills and claims submitted to the Court and dated through February 13, 2023.
3. Consider and take necessary action to appoint the vacated position of Justice of the Peace, Precinct #1.
4. Discussion and potential action concerning election contracts as presented by Jody Rose, Elections Administrator.
5. Consider and take necessary action to accept the completion by Jody Rose, Elections Administrator, of four of the required eight courses needed to earn certification as a Registered Election Official of the State of Texas.
6. Consider and take necessary action to approve a Continuation Inmate Housing Contract between Yoakum County and Hockley County for the housing of inmates.
7. Discussion and potential action to approve the Staffing Agreement between Hockley County and Onin Staffing for hiring part time staff at the Mallet Event Center.
8. Consider and take necessary action to approve the 2023 Interlocal Agreement between Hockley County and the City of Smyer.
9. Consider and take necessary action to approve the 2023 Interlocal Agreement between Hockley County and the City of Anton.
10. Consider and take necessary action to approve to advertise for bids for one (1) 2022 or newer 2 ton dump truck, with no trade in, for use in Precinct 4, to be delivered within 90 days.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

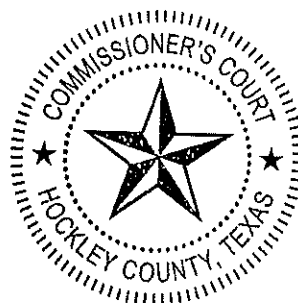
BY: _____

Sharla Baldridge
Sharla Baldridge, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 9th day of February, 2023, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 9th day of February, 2023.

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



Filed for Record
at _____ o'clock ____ M.

FEB 09 2023

Jennifer Palermo
County Clerk, Hockley County, Texas

THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT
OF HOCKEY COUNTY, TEXAS

SPECIAL MEETING

FEBRUARY 13, 2023

Be it remembered that on this the 13th day of FEBRUARY 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 Baldridge	County Judge
Alan D. Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

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

Motion by Commissioner Carter, second by Commissioner Graf, 4 Votes Yes, 0 Votes No, that the Minutes of a REGULAR meeting of the Commissioner's Court, held on February 6, 2023, be approved, and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Clevenger, 4 votes yes, 0 votes No, that the monthly bills and claims submitted to the court and dated through February 13, 2023, be approved, and stand as read.

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes No, that commissioner court approved to appoint Wendy McNabb to the vacated position of Justice of the Peace, Precinct 1. As per Order to appoint Justice of the Peace, Precinct 1 recorded below.

THE STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER TO APPOINT JUSTICE OF THE PEACE, PRECINCT 1

It is the order of the Commissioners Court of Hockley County that Wendy McNabb be appointed to fill the vacant position of Justice of the Peace, Precinct #1.

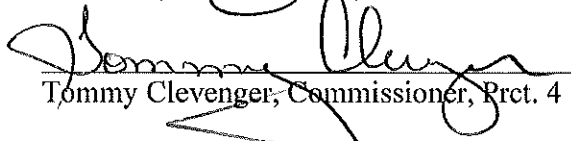
DATED the 13th day of February, 2023.


Sharla Baldrige, Hockley County Judge

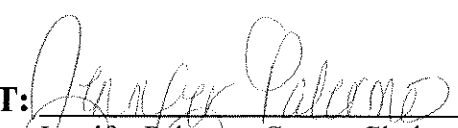

Alan Wisdom, Commissioner, Prct. 1


Larry Carter, Commissioner, Prct. 2


Seth Grai, Commissioner, Prct. 3


Tommy Clevenger, Commissioner, Prct. 4

ATTEST:


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



Motion by Commissioner Wisdom, second by Commissioner Carter, 4 votes yes, 0 votes no, that commissioners court approved the election contracts as presented by Jody Rose, Election Administrator. As per documents recorded below.

2023 INTERLOCAL AGREEMENT
FOR COUNTY ELECTIONS ADMINISTRATOR

This agreement is entered into by and between HOCKLEY COUNTY and CITY OF LEVELLAND, 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.

Executed and approved on the date indicated:

HOCKLEY COUNTY:

BY: _____
Sharla Baldrige, County Judge

BY: _____
Jody Rose, Elections Administrator

CITY OF LEVELLAND

BY: _____
BARBRA PINNER, MAYOR

BY: _____
ANDREA CORLEY, CITY SECRETARY

Date Executed: _____

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.

2023 JOINT ELECTION AGREEMENT

Between the County of Hockley, City of Levelland, South Plains College, and Levelland
Independent School 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 City of Levelland, Texas ("City"), Hockley County, Texas ("County"), South Plains College ("College") and the Levelland Independent School District ("LISD"), 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 City, College, and LISD (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 City, County, College and LISD find that this Agreement will Adequately and conveniently serve all voters in the City, County, College, and LISD and will facilitate the orderly conduct of the Elections; and

THEREFORE, the County, City, College and LISD, 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 City, LISD, and College agree 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 City/College/LISD 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 Election Office
911 Austin St.
Levelland, TX 79336
Dates: April 24, 2023 through May 2, 2023 Monday-Friday
8:30 am – 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 City, LISD, and College 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 _____ day of _____, 2023 in duplicate.

HOCKLEY COUNTY

Sharla Baldrige, County Judge

Jody Rose, County Election Administrator

THE CITY OF LEVELLAND

Barbra Pinner, Mayor

Andrea Corley, City Secretary

SOUTH PLAINS COLLEGE

Dr. Robin Satterwhite, President

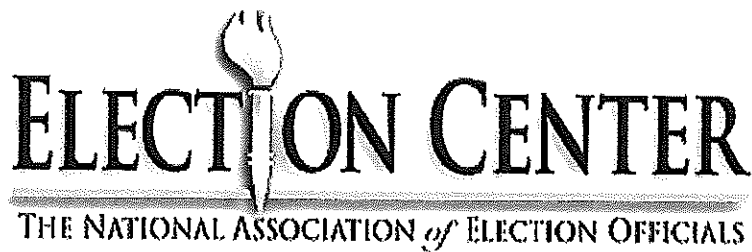
Nicholas Castillo, VP of Administrative Services

LEVELLAND ISD

Becky McCutchen, Superintendent of Schools

Teresa Montemayor, Chief Financial Officer

Motion by Commissioner Graf, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that Commissioners court approved the completion by Jody Rose, Election Administrator, of four of the required eight courses needed to earn certification as a registered Election Official of the State of Texas. As per The National Association of Election Officials recorded below.



January 20, 2023

Jody Rose
Elections Administrator
Hockley County
624 Ave H, Ste. 103
Levelland, TX 79336

To Whom It May Concern:

This letter is to confirm that Jody Rose completed courses 1, 2, 3, and 5 of the Election Center's Registered Election Official (REO) Program. These courses were offered in conjunction with the Texas Association of Election Administrator (TAEA) Mid-Winter Conference held January 2-3, 2023 in San Antonio, Texas.

Election Administrators must complete eight core courses to obtain certification. Jody has completed half of the program. Additional core course offerings are planned for January, 2024.

Best Regards,

Karla Hooter
Office Manager

Motion by Commissioner Clevenger, second by Commissioner Wisdom, 4 votes yes, 0 votes no, that Commissioners Court approved a Continuation Inmate Housing Contract between Yoakum County and Hockley County for the housing of inmates. As per contract recorded below.

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Hockley County, Texas (hereinafter "Contracting County") and Yoakum County, Texas (hereinafter "Yoakum County") on the date indicated below.

WHEREAS, Contracting County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Yoakum County currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, the Contracting County and Yoakum County desire to enter into an agreement pursuant to which Yoakum County will provide housing and care for certain inmates incarcerated or to be incarcerated in the Contracting County's jail.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I **DETENTION SERVICES**

- 1.01 **HOUSING AND CARE OF INMATES:** Yoakum County agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the Contracting County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Yoakum County shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of this agreement.
- 1.02 **MEDICAL SERVICES:** The per day rate under this agreement covers only routine medical services such as non-prescription, over-the-counter, and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside Yoakum County's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with hospitalization of an inmate. The Contracting County shall pay Yoakum County an amount equal to the amount Yoakum County is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, Yoakum County shall contact the Contracting County, through its Sheriff or designated representative, as soon as possible to inform the Contracting County of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required the hospitalization.

Yoakum County shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

Yoakum County has the right to arrange for the hospital or health care provider to bill the Contracting County directly for the costs of hospitalization and/or medical care, rather than Yoakum County paying the costs directly, the Contracting County shall reimburse Yoakum County for such costs within forty-five (45) business days of receipt of invoice from Yoakum County, which invoice may be delivered personally, by facsimile, by mail or by other reliable sources.

- 1.03 **MEDICAL INFORMATION:** The Contracting County shall provide Yoakum County with medical information for all inmates sought to be transferred to Yoakum County's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.
- 1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** The Contracting County is solely responsible for the transportation of its inmates to and from Yoakum County's facility. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with regular monthly billing submitted to the Contracting County by Yoakum County.

Yoakum County will provide stationary guard services as requested or required by circumstances or by law for inmates admitted or committed to an off-site medical facility. The Contracting County shall compensate Yoakum County for the actual cost of said guard services to Yoakum County, which shall be billed by Yoakum County along with regular monthly billing for detention services.

The Contracting County is responsible for the transport of inmates from Yoakum County's facility to the Texas Department of Criminal Justice, Institutional Division, and/or any other receiving agency/facility as appropriate.

- 1.05 **SPECIAL PROGRAMS:** The per day rate set out in this agreement covers basic custodial care and supervision and does not include any special education, vocational or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.
- 1.06 **LOCATION AND OPERATION OF FACILITY:** Yoakum County shall provide detention services described herein at the Yoakum County Jail in Plains, Texas, which is operated by the Yoakum County Sheriff.

ARTICLE II

FINANCIAL PROVISIONS

- 2.01 **PER DIEM RATE:** The per diem rate for detention services under this agreement is fifty (\$60.00) per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except the Contracting County will not be billed for two (2) days when an inmate is admitted one evening and removed the

following morning. In that situation, Yoakum County will bill for the day of arrival, but not for the day of departure.

- 2.02 **BILLING PROCEDURE:** Yoakum County shall submit an itemized invoice for the services provided each month to the Contracting County, in arrears, invoices will be submitted to the officer of the Contracting County designated to receive the same on behalf of the Contracting County. The Contracting County shall make payment to Yoakum County within thirty (30) days after receipt of the invoice. Payments shall be in the name of Yoakum County and remitted to:

Yoakum County Sheriff's Office
P.O. Box 189
Plains, Texas 79355

Amounts which are not paid timely in accordance with the above procedure shall bear an interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the Contracting County under this agreement. Contracting County further agrees that Yoakum County shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III ACCEPTANCE OF INMATES

- 3.01 **PRIMARY TERM:** The primary term of this Agreement is for a period of one (1) year from the date of execution.
- 3.02 **RENEWALS:** This agreement may be renewed annually by mutual agreement of the parties. Contracting County shall send a written request prior to the end of the primary or renewal term requesting renewal of the Agreement. In the event that the parties seek to renew this Agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.
- 3.03 **TERMINATION:** This Agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this Agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This Agreement will likewise terminate upon the happening of an event that renders the performance hereunder by Yoakum County impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the Contracting County's inmates.

ARTICLE IV
ACCEPTANCE OF INMATES

4.01 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon Yoakum County to house the Contracting County's inmates where the housing of said inmates will, in the opinion of Yoakum County's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Yoakum County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that Yoakum County's Sheriff determines that a condition exists at Yoakum County's facility necessitating the removal of the Contracting County's prisoners, or any specified number thereof, the Contracting County shall, upon notice by Yoakum County's Sheriff to the Sheriff of the Contracting County, immediately (within eight (8) hours) remove said prisoners from the facility.

4.02 ELIGIBILITY FOR INCARCERATION: The only inmates of the Contracting County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Texas Commission on Jail Standards approved custody assessment system in place at the Contracting County's jail and pursuant to the custody assessment system in place at Yoakum County's facility.

All inmates proposed by the Contracting County to be transferred to Yoakum County's facility under this Agreement must meet the eligibility requirements set forth above. Yoakum County reserves the right to review the inmates' classifications/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Yoakum County's facility, Yoakum County reserves the right to demand that the Contracting County remove that inmate and replace said inmate with a non-high risk inmate with a non-high risk inmate of the Contracting County.

4.03 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Yoakum County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Yoakum County's facility, and the Contracting County shall cooperate with and provide information requested regarding any prisoner of the Contracting County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to Yoakum County's Sheriff makes the inmate unacceptable for continued incarceration in Yoakum County's facility in the opinion of Yoakum County's Sheriff, the Contracting County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon request of Yoakum County's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 INMATE SENTENCES: Yoakum County shall not be in charge of, or responsible for, the computation or processing of inmates' time of confinement, including but not limited to, computation of good time award/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of the Contracting County. It

shall be the responsibility of the Contracting County to notify Yoakum County of any discharge date for an inmate at least ten (10) days before such date. Yoakum County will release inmates of the Contracting County only when such release is specifically requested in writing by the Sheriff of the Contracting County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the Contracting County to pick up and return inmates to the Contracting County facility shortly before their discharge date, and for the Contracting County to discharge the inmate from its own facility. The Contracting County accepts all responsibility for the calculations and determinations set forth above and for giving Yoakum County notice of the same, and to the extent allowed by law, shall indemnify and hold Yoakum County harmless for all liability or expense of any kind arising therefrom. The Contracting County is responsible for all paperwork, arrangement and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V MISCELLANEOUS

- 5.01 BINDING NATURE OF AGREEMENT: This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.
- 5.02 NOTICE: All notices, demands or other writings, including notices of address changes, may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:
- To Yoakum County: Yoakum County Law Enforcement Center
 ATTN: Chief Deputy
 PO Box 189
 Plains, TX 79355
- To Contracting County: Hockley County Sheriff's Office
 1310 Ave H, # 6
 Levelland, TX 79336
- 5.03 AMENDMENTS: This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.
- 5.04 PRIOR AGREEMENTS: This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.05 CHOICE OF LAW AND VENUE: The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and performable in Plains, Yoakum County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Yoakum County, Texas.

5.06 APPROVALS: This Agreement must be approved by the Commissioners' Court of the Contracting County and the Commissioners' Court of Yoakum County in accordance with the Interlocal Agreement Act.

5.07 FUNDING SOURCE: The Contracting County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the Contracting County's Treasurer below certifies that there are sufficient funds from current revenues available to the Contracting County to meet its obligations under this Agreement.

YOAKUM COUNTY, TEXAS:


Michael Ybarra
Yoakum County Judge

Date Approved by the Yoakum County
Commissioners' Court 3-6-2023

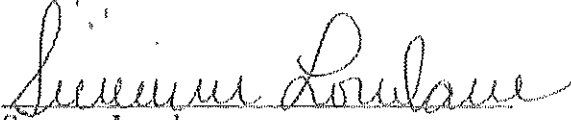
HOCKLEY COUNTY, TEXAS

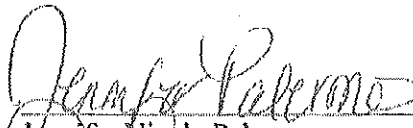

Sharla Baldrige
Hockley County Judge

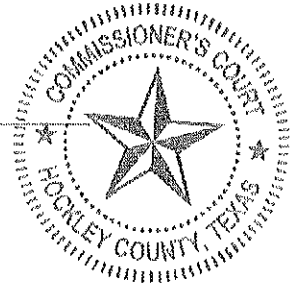
Date Approved by Hockley County
Commissioners' Court 2-13-2023


Kelli Martin
Hockley County Treasurer


ATTEST:


Summer Lovelace
Yoakum County Clerk


Jennifer Nicole Palermo
Hockley County Clerk




APPROVED AS TO CONTENT:


David Bryant
Yoakum County Sheriff


Ray Scriffes
Hockley County Sheriff

REVIEWED AS TO FORM:


Bill Helwig
Yoakum County Criminal District Attorney

Motion by Commissioner Carter second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved the staffing agreement between Hockley County and Onin Staffing for hiring part time staff at the Mallet Event Center. As per Staffing Agreement recorded below.

STAFFING AGREEMENT



ÖNIN STAFFING, LLC ("ÖNIN"), with its principal office located at 3800 Colonnade Parkway, Suite 300, Birmingham, AL 35243, and Hockley County ("CLIENT") with its principal location at 802 Houston St, Ste 103, Lovelland, TX 77331 agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

ÖNIN'S DUTIES AND RESPONSIBILITIES

1. ÖNIN will

- a. Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to work under CLIENT's supervision;
- b. Pay Assigned Employees' wages and provide them with the benefits that ÖNIN offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- d. Require Assigned Employees to sign Benefits Waiver Agreement (if requested by CLIENT) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT;
- e. Immediately notify CLIENT should ÖNIN become aware of any injury or illness to an Assigned Employee or any hazard or safety issues at the work site where the Assigned Employee is assigned to work;
- f. Cooperate with CLIENT in any investigation of an Assigned Employee's reported injury or illness to the fullest extent possible;
- g. Inquire about the working conditions to which Assigned Employees will be exposed at CLIENT's work site, provide general safety training to Assigned Employees in a language that the Assigned Employees understand, and confirm that CLIENT has provided site-specific safety and health training and safety and personal protective equipment (PPE) required by the Occupational Safety and Health Act of 1970, applicable state and local laws and regulations, as well as any work rules of CLIENT;
- h. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph i. below, the Patient Protection and Affordable Care Act (ACA); and the Occupational Safety and Health Act of 1970.
- i. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.
- j. Comply with the insurance requirements set forth in Exhibit B.
- k. ÖNIN has the right to physically inspect the work site and work processes to assess any potential work site hazards to Assigned Employees; to conduct post-accident/incident investigations; to audit CLIENT'S safety and training records; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce ÖNIN's employment policies relating to Assigned Employee conduct at the worksite.

CLIENT'S DUTIES AND RESPONSIBILITIES

2. CLIENT will

- a. Properly supervise and train, in the same manner as its own employees, Assigned Employees performing its work, and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without ÖNIN's express prior written approval or as strictly required by the job description provided to ÖNIN.
- c. Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 pursuant to OSHA's Initiative on Temporary Workers and applicable state and local laws and regulations.
- d. Not change Assigned Employees' job duties or work site without ÖNIN's express prior written approval;
- e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits;
- f. Immediately notify ÖNIN should CLIENT become aware of any injury, unsafe behavior, or illness reported by an Assigned Employee;
- g. Notify ÖNIN regarding any action of unsafe behavior and Assigned Employee(s) will be counseled immediately.
- h. The Assigned Employees shall be under the direct supervision and control of CLIENT while performing their assigned duties at the CLIENT facility and CLIENT shall be solely responsible in seeing that the Assigned Employees are adequately trained in any and all applicable compliance standards and procedures. CLIENT shall be responsible for maintaining all documentation and reporting logs required by OSHA, DOT, EEOC, or any other Federal or State regulatory agency.
- i. Provide site-specific safety and job training, and train, certify, evaluate, and orient all Assigned Employees in all safety and Injury Illness and Prevention Programs, and provide ÖNIN written confirmation that each Assigned Employee has been provided with the aforementioned training, certification, evaluation and/or orientation;
- j. Not directly or indirectly utilize, offer to hire, hire or engage as an independent contractor or freelancer of any Employee assigned, presented, or interviewed by CLIENT through ÖNIN; if breached, CLIENT will be charged a 10% fee based off annual salary of the Assigned Employee, which will be due within 20 days from invoice date or a 3% Late-Payment Penalty will apply.

PAYMENT TERMS, BILL RATES, AND FEES

3. CLIENT will pay ÖNIN for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. ÖNIN will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment of Invoice shall be due Upon Receipt from the invoice date. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes ÖNIN to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion. In the event ÖNIN is required to file suit in order to recover the sums owed on a past due invoice ÖNIN shall be entitled to recover any attorney fees, costs of court, expert witness fees, investigative fees, and post-judgment interest in the maximum rate allowed under the law.
4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or week-end work. ÖNIN will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as ÖNIN is required to apply to the Assigned Employee's regular pay rate.

CRIMINAL BACKGROUND CHECKS

5. ÖNIN will perform a criminal background check for all Employees which it selects for assignment to CLIENT. ÖNIN reserves the right to disregard cases that were dismissed or resolved through deferred adjudication in making its hiring decisions, and ÖNIN is not required to disclose cases of this nature to CLIENT. Background information shall be reviewed to assure that consistent, non-discriminatory standards are applied in ÖNIN'S hiring decisions. All background information obtained will be reviewed on a case-by-case basis taking into consideration when the events reflected in the obtained information occurred, the nature of the events, and the nature of the position for which the applicant is being considered for placement, pursuant to the guidelines of the EEOC.

BUYOUT FEE

6. a. ÖNIN may allow CLIENT to exercise a buyout option before the Assigned Employee has worked 600 hours with the CLIENT. The Buyout Fee is determined at the time when the CLIENT selects to buyout the Assigned Employee and hire directly. This is calculated by the remaining number of hours left on the assignment and multiplied by the difference of Bill Rate minus Pay Rate.
- b. CLIENT agrees not to directly or indirectly cause or permit any Assigned Employee assigned to client by ÖNIN pursuant to this Agreement to transfer to another entity's payroll, or to perform services for client while on the payroll of any person or firm other than ÖNIN during the term of this Agreement and for a period of 180 days after such Assigned Employee's assignment for client ends. If client violates this paragraph, then client shall pay to ÖNIN a fee in the amount of 20% of the Assigned Employee's annualized compensation, or \$ TBD , whichever figure is higher.

CONFIDENTIAL INFORMATION

7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to ÖNIN as a result of Assigned Employees' access to such information.

COOPERATION

8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

INDEMNIFICATION AND LIMITATION OF LIABILITY

9. To the extent permitted by law, ÖNIN will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by ÖNIN's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of ÖNIN or ÖNIN's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
10. To the extent permitted by law, CLIENT will defend, indemnify, and hold ÖNIN and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
11. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 30 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
13. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

MISCELLANEOUS

14. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
16. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
17. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
18. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
19. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
20. CLIENT will not transfer or assign this Agreement without ÖNIN's written consent.
21. Any notice or other communication will be deemed to be properly given only when sent via next-day mail through the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
22. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
23. Terms of this contract are valid for other applicable divisions beyond CLIENT's principal location. Separate agreement(s) may be negotiated with varying terms. If no additional agreement, terms of the original contract are to be upheld.
24. This Agreement shall be governed in all respects by the laws of the State of Alabama and that any claim or dispute arising out of this Agreement shall be resolved by a court located in Jefferson County, State of Alabama. Venue may be changed by mutual Agreement of the parties.
25. The services provided under this Agreement are exempt from state sales tax.

TERM OF AGREEMENT

26. This Agreement will be valid from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 30 days' written notice to the other party, except that, if a party becomes bankrupt or insolvent, safety concerns, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the Agreement upon 8 hours written notice.

[SIGNATURE PAGE FOLLOWS]

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms. Acceptance of services constitutes ratification of this Agreement.

CLIENT: Hockley County

[STAFFING COMPANY]

Signature: Sharla Baldrige

Signature: _____

Printed Name: Sharla Baldrige

Printed Name: _____

Title: Hockley County Judge

Title: _____

Date: 2-13-2023

Date: _____

EXHIBIT A

RATE SHEET

Pricing:

Position	Markup Rate	No-Fee Conversion Hours
Temporary/ Event staff	20.50/ hour	520
Direct Hire Services		

1. Overtime rate: Overtime billing rate is figured as one and a half times wage plus mark-up as listed above.

EXHIBIT B

INSURANCE SCHEDULE

ÖNIN shall at all times during the performance of this Agreement maintain the following insurance coverage:

- a. Workers' Compensation insurance in accordance with the applicable laws and regulations of the jurisdiction where the Services are performed;
- b. Commercial General Liability insurance, including Completed Operations Liability insurance and a Broad Form Contractual Liability provision, and providing a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence;
- c. Employer's liability insurance with limits of liability of not less than \$1,000,000 per accident or disease, including death at any time resulting therefrom; and
- d. Employer Practices Liability Insurance with limits not less than \$1,000,000 per occurrence.

Upon request CLIENT shall be named an "Additional Insured" or "Alternate Employer" where applicable.

Motion by Commissioner Clevenger, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved the 2023 Interlocal Agreement between Hockley County and the City of Smyer. As per Interlocal Agreement between City of Smyer, Texas and Hockley County, Texas recorded below.

STATE OF TEXAS

COUNTY OF HOCKLEY

2023 INTERLOCAL AGREEMENT BETWEEN
CITY OF SMYER, TEXAS AND HOCKLEY COUNTY, TEXAS

THIS INTERLOCAL CONTRACT is entered into this 30th day of January 2023, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Sharla Baldrige, County Judge (hereinafter referred to as Hockley County) and City of Smyer, Texas acting by and through its duly authorized representative, the City Council of Smyer, Texas and the Mayor, (hereinafter referred to as Smyer).

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code, as amended; and Section 251.012 of the Texas Transportation Code; and

WHEREAS, the governing bodies of the above named Government Units find that the undertaking is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function or service which is the subject matter of this Contract and Government Units find that the performance of this Contract is in the common interest of both parties; and

WHEREAS, the governing bodies of the above named Government Units, both being political subdivisions of the State of Texas, desire to enter into an agreement whereby Hockley County, Texas will provide to Smyer, Texas Street Maintenance and Fire Service in accordance with Hockley County's Fire Service Agreement with the City of Levelland.

FOR AND IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named Government Units agree as follows:

I.
TERM

This agreement shall become effective upon the date of execution by the last party signing the Agreement and shall continue in full force and effect for one year.

II.
TERMINATION

It is further agreed by and between the parties hereto that either party shall have the right to terminate this Agreement for any reason without penalty upon thirty (30) days written notice to the other party of such intention to terminate.

**III.
PAYMENT FOR SERVICES**

Payment shall be made by Smyer to Hockley County, Texas in the form of payment of fuel and materials used.

**IV.
RESPONSIBILITIES OF HOCKLEY COUNTY**

Hockley County will provide construction, improvements, maintenance or repair of Smyer City streets that are an integral part of the County Road system and to accomplish a County purpose. The streets maintained by Hockley County are for County business.

**V.
FIRE SERVICE PROVIDED BY HOCKLEY COUNTY**

Hockley County will provide fire service inside the city limits of Smyer in accordance with Hockley County's Fire Service Agreement with the City of Levelland when the volunteer fire department cannot or needs assistance.

**VI.
HOLD HARMLESS**

Smyer will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the Street Maintenance service and/or fire service. Smyer will reimburse Hockley County for all expense in defending itself. Smyer will provide a liability insurance policy to cover all damages, expenses, claims and attorney's fees.

**VII.
IMMUNITY**

It is expressly understood and agreed that, in the execution of this Contract, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

**VIII.
RESOLUTION**

This Agreement shall be executed by the duly authorized official(s) of each party.

**IX.
ENTIRE AGREEMENT**

This Contract embodies the entire agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

**X.
VENUE**

The parties to this Agreement agree and covenant that this Agreement will be enforceable in Hockley County, Texas and that if legal action is necessary to enforce this Agreement exclusive venue will lie in Hockley County, Texas.

**XI.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without first obtaining consent of the parties in writing. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**XII.
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XIII.
APPLICABLE LAW**

This agreement is entered into subject to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties enter into this Contract on the 30th day of January, 2023.

COUNTY OF HOCKLEY, TEXAS

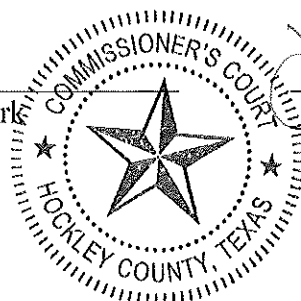
Sharla Baldridge
Sharla Baldridge, County Judge

City of Smyer, Texas

Joe P. Riddle
Joe Riddle, Smyer, Mayor

Attest:

Jennifer Palermo
Jennifer Palermo, County Clerk



Jessica Boyd
Jessica Boyd, Secretary
City of Smyer.

Motion by Commissioner Clevenger, second by Commissioner Carter, 4 votes yes, 0 votes no, that Commissioners Court approved the 2023 Interlocal Agreement between Hockley County and the City of Anton. As per Interlocal Agreement between City of Anton, Texas and Hockley County, Texas recorded below.

STATE OF TEXAS

COUNTY OF HOCKLEY

2023 INTERLOCAL AGREEMENT BETWEEN
CITY OF ANTON, TEXAS AND HOCKLEY COUNTY, TEXAS

THIS INTERLOCAL CONTRACT is entered into this 6 of February, 2023, by and between the COUNTY OF HOCKLEY, TEXAS, acting by and through its duly authorized representatives, the Hockley County Commissioners Court, Sharla Baldrige, County Judge (hereinafter referred to as Hockley County) and City of ANTON, Texas acting by and through its duly authorized representative, the City Council of Anton, Texas and the Mayor, (hereinafter referred to as Anton).

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code, as amended: and Section 251.012 of the Texas Transportation Code: and

WHEREAS, the governing bodies of the above named Government Units find that the undertaking is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function or service which is the subject matter of this Contract and Government Units find that the performance of this Contract is in the common interest of both parties; and

WHEREAS, the governing bodies of the above named Government Units, both being political subdivisions of the State of Texas, desire to enter into an agreement whereby Hockley County, Texas will provide to Anton, Texas Street Maintenance and Fire Service in accordance with Hockley County's Fire Service Agreement with the City of Levelland.

FOR AND IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named Government Units agree as follows:

I.
TERM

This agreement shall become effective upon the date of execution by the last party signing the Agreement and shall continue in full force and effect for one year.

II.
TERMINATION

It is further agreed by and between the parties hereto that either party shall have the right to terminate this Agreement for any reason without penalty upon thirty (30) days written notice to the other party of such intention to terminate.

III.
PAYMENT FOR SERVICES

Payment shall be made by Anton to Hockley County, Texas in the form of use of City water and equipment when available and necessary.

IV.
RESPONSIBILITIES OF HOCKLEY COUNTY

Hockley County will provide construction, improvements, maintenance or repair of Anton City streets that are an integral part of the County road system and to accomplish a County purpose. The streets maintained by Hockley County are for County business.

V.
FIRE SERVICE PROVIDED BY HOCKLEY COUNTY

Hockley County will provide fire service inside the city limits of Anton in accordance with Hockley County's Fire Service Agreement with the City of Levelland when the volunteer fire department cannot or needs assistance.

V.
HOLD HARMLESS

Anton will hold Hockley County Harmless for any damages, lawsuits, attorney's fees, claims as a result of providing the Street Maintenance service and/or fire service. Anton will reimburse Hockley County for all expense in defending itself. Anton will provide a liability insurance policy to cover all damages, expenses, claims and attorney's fees.

VI.
IMMUNITY

It is expressly understood and agreed that, in the execution of this Contract, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

VII.
RESOLUTION

This Agreement shall be executed by the duly authorized official(s) of each party.

VIII.
ENTIRE AGREEMENT

This Contract embodies the entire agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

**IX.
VENUE**

The parties to this Agreement agree and covenant that this Agreement will be enforceable in Hockley County, Texas and that if legal action is necessary to enforce this Agreement exclusive venue will lie in Hockley County, Texas.

**X.
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without first obtaining consent of the parties in writing. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**XI.
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XII.
APPLICABLE LAW**

This agreement is entered into subject to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties enter into this Contract on the 6 day of February, 2023.

County of Hockley, Texas

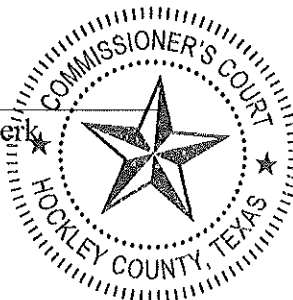
City of Anton, Texas

Sharla Baldridge
Sharla Baldridge, County Judge

Blake Cate
Blake Cate, Mayor

Attest:

Jennifer Palermo
Jennifer Palermo, County Clerk



Lisa Richardson
Lisa Richardson, Secretary

Motion by Commissioner Clevenger, second by Commissioner Graf, 4 votes yes, 0 votes no, that Commissioners Court approved to advertise for bids for one (1) 2022 or newer 2 ton dump truck, with no trade in, for use in Precinct 4, to be delivered within 90 days. AS per Bids Specifications recorded below.

THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONERS' COURT
OF HOCKLEY COUNTY, TEXAS

BIDS SPECIFICATIONS FOR ONE (1) 2022 or NEWER 2 TON DUMP TRUCK
2/13/23

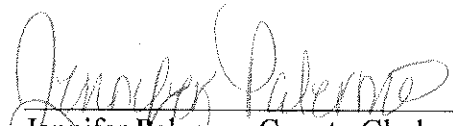
Notice is hereby given that the Commissioner's Court of Hockley County, Texas will receive sealed bids, in the office of the County Judge located at 802 Houston, St., Ste. 101, Levelland, Texas, until 9:00 A.M., Monday, March 6, 2023, for the following described equipment:

One (1) 2022 or newer, 2 Ton Dump Truck, 2 WD, regular cab, 350 HP minimum, automatic transmission, 19500# GVW Rating, 108" cab to axle, 14' dump bed with smooth steel floor, with 24" folding sides, limited slip differential, diesel engine, , gauges – oil, temperature, and amps, tilt and cruise, tinted glass, carpet with rubber floor mats, 40/20/40 seat with fold-down center arm rest fabric covered foam seat, air conditioner, tires and full size spare, with no trade in, for use by Hockley County Precinct 4, to be delivered within 90 days.

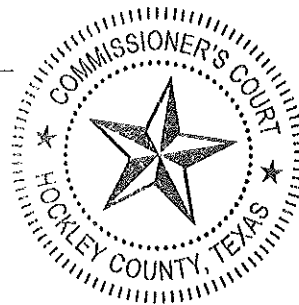
The Commissioners' Court of Hockley County reserves the right to reject any and all bids.

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

Given under my hand and seal of said Court, this 13th day of February, 2023.

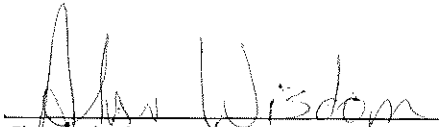


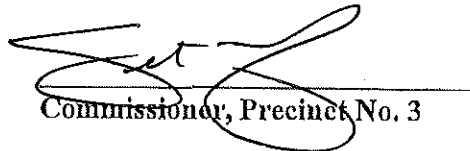
Jennifer Palermo, County Clerk, and
Ex-Officio-Clerk of the Commissioners' Court,
Hockley County, Texas

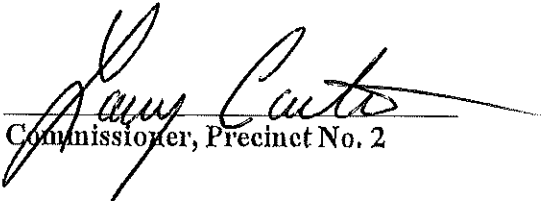


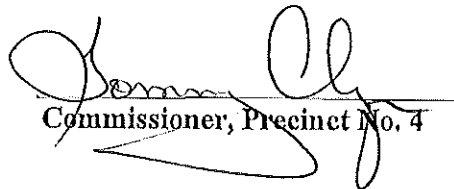
There being no further business to come before the Court, the Judge declared Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the 13th day of February, A. D. 2023, was examined by me and approved.

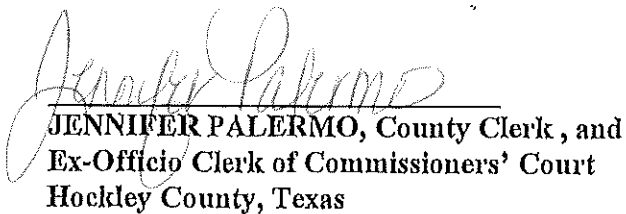

Commissioner, Precinct No. 1


Commissioner, Precinct No. 3


Commissioner, Precinct No. 2


Commissioner, Precinct No. 4


County Judge


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

