

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

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 23<sup>rd</sup> day of April, 2018 at 10:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of a Special Meeting of the Commissioners' Court held Monday, April 16, 2018 at 10:00 a.m.
2. Read for approval all monthly bills and claims submitted to the court and dated through April 23, 2018.
3. Consider and take necessary action to approve the appointment of Shirley Penner as successor County Auditor and the appointment of Sandra Almager and Monica Grado as Assistant County Auditors.
4. Consider and take necessary action to approve the Oaths of Shirley Penner, Sandra Almager and Monica Grado.
5. Discussion concerning reinstating the Order Prohibiting Outdoor Burning.
6. Consider and take necessary action to approve to reinstate the Order Prohibiting Outdoor Burning.
7. Consider and take necessary action to approve the Disclaimer of Liability, Release and Indemnity Agreement for prescribed burn in Hockley County.
8. Consider and take necessary action to approve the 2018 Interlocal Agreement between Hockley County and the City of Ropesville for Joint Elections Administrator.
9. Consider and take necessary action to approve the 2018 Joint Election Agreement between Hockley County, the City of Levelland and South Plains College.
10. Consider and take necessary action to approve the 2018 Joint Election Agreement between Hockley County, the City of Sundown and Sundown Independent School.
11. Consider and take necessary action to approve the Interlocal Participation Agreement between the West Texas Rural Counties Association Preferred Risk Pool and Hockley County.

**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 20<sup>th</sup> day of April, 2018, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 20<sup>th</sup> day of April, 2018.

Irene Gumula  
Irene Gumula, County Clerk, and Ex-Officio  
Clerk of Commissioners' Court, Hockley County, Texas



FILED FOR RECORD  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

APR 20 2018

Irene Gumula  
County Clerk, Hockley County, Texas

**THE STATE OF TEXAS  
COUNTY OF HOCKLEY**

**IN THE COMMISSIONER'S COURT  
OF HOCKLEY COUNTY, TEXAS**

**SPECIAL MEETING  
APRIL 23<sup>rd</sup> , 2018**

**Be it remembered that on this the 23<sup>rd</sup>, day of April A.D., 2018, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:**

<b>Sharla Baldrige</b>	<b>County Judge</b>
<b>Curtis D. Thrash</b>	<b>Commissioner Precinct No. 1</b>
<b>Larry Carter</b>	<b>Commissioner Precinct No. 2</b>
<b>J. L. "Whitey" Barnett</b>	<b>Commissioner Precinct No. 3</b>
<b>Thomas R. "Tommy" Clevenger (Absent)</b>	<b>Commissioner Precinct No. 4</b>

**Irene Gumula, County Clerk, and Ex-Officio Clerk of Commissioner' 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 April 23<sup>rd</sup>, 2018, A.D., be approved and stand as read.**

**Motion by Commissioner Thrash, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through April 23<sup>rd</sup>, 2018, A.D., be approved and stand as read.**

**Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the appointment of Shirley Penner as Successor County Auditor and the appointment of Sandra Almager and Monica Grado as Assistant County Auditors as per appointment record below.**

**ORDER APPOINTING COUNTY AUDITOR AND  
ASSISTANT COUNTY AUDITORS**

I, Pat Phelan, Judge of the 286<sup>th</sup> District Court of Hockley County, Texas, in compliance with Article 1645, V.A.T.C.S., hereby appoint Shirley Penner of Hockley County, Texas, as County Auditor for Hockley County, Texas, for a term of two (2) years beginning on the 18<sup>th</sup> day of April, 2018, and ending at midnight on the 17<sup>th</sup> day of April, 2020, upon her executing a bond and taking the oath required by Article 1649, V.A.T.C.S. The annual salary of the auditor is set at \$55,812.21 plus \$1,800.00 annual county travel allowance, plus any longevity bonus. The auditor shall receive during her appointment annual raises equal to the same percentage increases that the Tax Assessor receives. The auditor's salary shall be paid in equal bi-weekly installments out of the General Fund of Hockley County.

I approve the appointment of the following persons as assistant auditors of the County as recommended by the county auditor and at the salary and benefits specified:

Sandra Almager, first assistant - \$36,587.48  
Monica Grado, second assistant - \$36,587.48

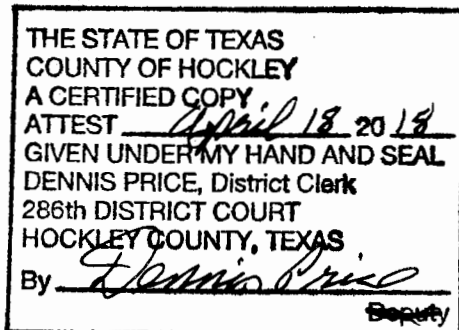
The assistant auditors shall receive longevity bonus in the same amounts and at the same time as other county employees receive longevity bonus. They shall also receive during their appointment the same percentage salary increases as may be awarded other county employees.

The Clerk of the 286<sup>th</sup> District Court in and for Hockley County, Texas, is hereby ordered and directed to record this order in the Minutes of the 286<sup>th</sup> District Court of Hockley County, Texas, and to prepare and certify a copy of this order and then to deliver the same to the Commissioners' Court of Hockley County, Texas, to be recorded and for observance.

SIGNED this 18th day of April, 2018.



PAT PHELAN, Judge  
286<sup>th</sup> District Court of  
Hockley County, Texas



FILED at 10:25 o'clock AM  
4-18-18 DENNIS PRICE  
District Court Clerk, Hockley Co., TX  
By Dennis Price Deputy



**Motion by Commissioner Thrash, seconded by Commissioner Barnett, 3 Votes Yes,  
0 Votes No, that Commissioners' Court approve the Oaths of Shirley Penner, Sandra Almager and  
Monica Grado, as per Oaths recorded below.**


**OATH OF OFFICE**

I, Shirley Penner, do solemnly swear that I will faithfully execute the duties of County Auditor of Hockley County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment of the confirmation thereof;

And I do further swear that I am in every way qualified under the provisions and requirements of the law as County Auditor, and that I will not be personally interested in any contracts with Hockley County. So help me God.

  
\_\_\_\_\_  
SHIRLEY PENNER

SWORN AND SUBSCRIBED TO before me this 18<sup>th</sup> day of April, 2018.


  
\_\_\_\_\_  
PAT PHELAN, Judge  
286<sup>th</sup> District Court  
State of Texas

FILED at 10:25 o'clock AM  
4-18-18 DENNIS PRICE  
District Court Clerk, Hockley Co., TX  
By Dennis Price Deputy




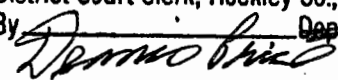
**OATH OF OFFICE**

I, Sandra Almager, do solemnly swear that I will faithfully execute the duties of Assistant County Auditor of Hockley County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment of the confirmation thereof. So help me God.

  
SANDRA ALMAGER

SWORN AND SUBSCRIBED TO before me this 18<sup>th</sup> day of April, 2018.

  
PAT PHELAN, Judge  
286<sup>th</sup> District Court  
State of Texas

FILED at 10:25 o'clock AM  
4-18-18 DENNIS PRICE  
District Court Clerk, Hockley Co., TX  
By  Deputy



**OATH OF OFFICE**

I, Monica Grado , do solemnly swear that I will faithfully execute the duties of Assistant County Auditor of Hockley County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment of the confirmation thereof. So help me God.

Monica Grado  
MONICA GRADO

SWORN AND SUBSCRIBED TO before me this 18<sup>th</sup> day of April, 2018.

Pat Phelan  
PAT PHELAN, Judge  
286<sup>th</sup> District Court  
State of Texas

FILED at 10:25 o'clock AM  
4-18-18 DENNIS PRICE  
District Court Clerk, Hockley Co., TX  
By Dennis Price Deputy



**Discussion concerning reinstating the Order Prohibiting Outdoor Burning.**

**Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve to reinstate the Order Prohibiting Outdoor Burning, as per Order Prohibiting Outdoor Burning recorded below.**

STATE OF TEXAS  
COUNTY OF HOCKLEY

§  
§  
§

**ORDER PROHIBITING OUTDOOR BURNING**


WHEREAS, the Commissioners Court finds that circumstances present in all or part of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED by the Commissioners Court of Hockley County that all outdoor burning is prohibited in the unincorporated area of the county for 90 days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by: the Texas Forest Service that drought conditions no longer exist; or (2) the Commissioners Court based on a determination that the circumstances that required the Order no longer exist.

This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for (1) firefighter training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or, (4) burns that are conducted by a prescribed burn manager certified under §153.048, Natural Resources Code, and meet the standards of §153.047, Natural Resources Code.

In accordance with Local Government Code §352.081(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

ADOPTED this 23<sup>RD</sup> day of April, 2018 by a vote of   3   ayes and   0   nays.

  
Sharla Baldrige  
Hockley County Judge

Attest:

  
Irene Gumula, County Clerk



**Motion by Commissioner Barnett, seconded by Commissioner Thrash, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Disclaimer of Liability, Release and Indemnity Agreement for prescribed burn in Hockley County, as per Disclaimer of Liability, Release of Indemnity Agreement recorded below.**

DISCLAIMER OF LIABILITY, RELEASE AND INDEMNITY AGREEMENT  
FOR PRESCRIBED BURN IN HOCKLEY COUNTY, TEXAS

Landowner: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Location of  
Prescribed Burn: \_\_\_\_\_

Requested Date of Prescribed Burn: \_\_\_\_\_

I am the landowner and/or manager and/or authorized agent of the landowner. I understand that Hockley County, Texas is currently under a Burn Ban Order. I personally assume all risks associated with the prescribed burn, whether foreseen or unforeseen, and unconditionally release and hold harmless Hockley County, Texas, its commissioners, officers, employees, volunteers, agents and representatives, from and against any and all liabilities, costs, expenses, claims, and damages for which Hockley County, Texas might otherwise become liable by reason of any accidents, or injuries to, or death of any persons, or damage to property, or both, in any manner arising or resulting from, caused by, connected with or related to the prescribed burn, regardless of how, where, or when such injury, death or damage occurs.

I understand in order to get permission to conduct a prescribed burn I must contact David Corder, Hockley County Emergency Coordinator at 806-893-0079. Among other variables, the wind speed on the date requested for the prescribed burn must be under 15 mph; the prescribed burn cannot be near CRP land, fuel tanks or other combustible materials. I understand that David Corder must inspect the area requested for the prescribed burn prior to burning and David Corder will have full authority to authorize or deny the requested prescribed burn.

I understand that this release is revocable should conditions change and at the recommendation of David Corder, Hockley County Emergency Coordinator.

I have read this release and understand all its terms. I execute this agreement voluntarily and with full knowledge of its significance.

SIGNED AND EXECUTED this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Landowner Signature

Or

\_\_\_\_\_  
Manager/Agent/Burn Boss

PRESCRIBED BURN:            APPROVED            \_\_\_\_\_

                                 DENIED                    \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
David Corder, Hockley County Emergency  
Management Coordinator

**Motion by Commissioner Thrash, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the 2018 Interlocal Agreement between Hockley County and the City of Ropesville for Joint Elections Administrator, as per 2018 Interlocal Agreement recorded below.**

**2018 INTERLOCAL AGREEMENT  
FOR JOINT ELECTIONS ADMINISTRATOR**

This agreement is entered into by and between HOCKLEY COUNTY and City of Ropesville, acting by and through their governing body.

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

WHEREAS, said Joint 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 name above does contract And agree as follows:

1. Hockley County agrees to budget \$79,896 towards the operating cost of the Joint Elections Administrators office.
2. The political subdivision agrees to pay Hockley County annual funds 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 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 and Clerks will be paid at a rate of \$8.00 per Hour. This expense will be paid by the political subdivision (s) holding the election.
- c. Each Election Judge will be paid a flat-rate fee of \$25.00 to ensure return of all supplies, booths, Automark machine and EA Pollbooks. This expense will be paid by the political subdivision(s) holding the election.

\*It is agreed by the Political subdivision that at all times and for all purposes hereunder, all elections judges, clerks and all other worker 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 employee 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 thirty (30) days of said election date.

5. The 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, including filing will be completed by the Joint Elections Administrator, per Texas Election Code, Sec. 31.164.

HOCKLEY COUNTY

BY: Sharla Baldrige  
SHARLA BALDRIDGE, County Judge

Date: 4-23-18

ATTEST:

BY: Cheryl Smart  
CHERYL SMART, Elections Administrator

ATTORNEY APPROVAL

BY: Anna Hord  
ANNA HORD, Hockley County Attorney



Executed and approved on the date as indicated.

CITY OF ROPESVILLE

BY: Bronda Rabel

Date: 2/13/18

ATTEST:

BY: [Signature]

DeAnn Villegas, City Secretary

ATTORNEY APPROVAL:

BY: [Signature]

Exhibit A

(Entities Financial Yearly Obligation)

CITY OF ROPESVILLE	250.00
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**Motion by Commissioner Thrash, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the 2018 Joint Election Agreement between Hockley County, and the City of Levelland and South Plains College, as per 2018 Joint Election Agreement recorded below.**

2018 JOINT ELECTION AGREEMENT

Between the County of Hockley, City of Levelland and South Plains College

AND

ELECTION SERVICES CONTRACT

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

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- 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 South Plains College ("College") shall hold their respective general elections on Saturday, May 5, 2018.
- 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 5, 2018 for the conduct and supervision of; and
- WHEREAS the City and College (*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 College find that this joint election agreement and this election services contract will adequately and conveniently serve all voters in the City of Levelland and the College and will facilitate the orderly conduct of the elections; and
- THEREFORE, the County, City and College 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 5, 2018 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/College 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 23<sup>rd</sup> through May 1<sup>st</sup>, 2018, Monday-Friday
  - Hours: 8:00am-5:00pm
  - EXCEPTION: There will be two twelve hour days during voting:  
Tuesday, April 23<sup>rd</sup> and Tuesday, May 1<sup>st</sup>, 2018  
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 Courthouse located at 802 Houston St., Levelland, Texas.
- c. On Election Night, the VR/ED will have a designated area at the Hockley County Courthouse, 1<sup>st</sup> 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.

- 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 14, 2018.
- 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 Express Votes. 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.

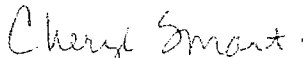
The VR/ED will print multiple original documents and facilitate the coordination between the participating authorities and their respective governing bodies in order for each to have an original, signed and completed contract for each authority's records. The VR/ED shall file a copy of this executed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



SIGNED AND ENTERED into this joint agreement the 23rd day of April, 2018 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*

SOUTH PLAINS COLLEGE

\_\_\_\_\_  
Dr. Robin Satterwhite, *President*

\_\_\_\_\_  
Ronnie Watkins, *Dean of Administrative Services*

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 Thrash, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the 2018 Joint Election Agreement between Hockley County, the City of Sundown and Sundown Independent School, as per 2018 Joint Election Agreement recorded below.**

2018 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

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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 6, 2017.

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 5, 2018 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 5, 2018 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 23 <sup>rd</sup> – May 1 <sup>st</sup> , 2018, Monday-Friday
Hours:	8:00 am- 5:00 pm
EXCEPTION:	There will be two twelve hour days during voting: Monday, April 23 <sup>rd</sup> and Monday, April 30 <sup>th</sup> 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, 1<sup>st</sup> 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 17, 2018.
- 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.
- g. 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 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 Joint Election Administrator, and 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 request, 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 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 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 each 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 signed 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 signed herein, or any of their employees, or agents for damages of any kind related to the election 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 signed 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 signed 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 23rd day of April, 2018 in duplicate originals.

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





*B. Hernandez*  
THE CITY OF SUNDOWN  
\_\_\_\_\_  
Billy Hernandez, *City Administrator*  
*Lora Dockery*  
\_\_\_\_\_  
Lora Dockery, *City Secretary*

*Scott Marshall* SISD  
\_\_\_\_\_  
Scott Marshall, *Superintendent*  
*Pamela Elam*  
\_\_\_\_\_  
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.*

**Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve the Interlocal Participation Agreement between the West Texas Rural Counties Association Preferred Risk Pool and Hockley County, as per Interlocal Participation Agreement recorded below.**

# WEST TEXAS RURAL COUNTIES ASSOCIATION PREFERRED RISK POOL

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## INTERLOCAL PARTICIPATION AGREEMENT for HOCKLEY COUNTY

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement ("Agreement") is entered into by and between the West Texas Rural Counties Association Preferred Risk Pool ("WTRCAPRP" or "Pool") and the undersigned local government or association of local governments of the State of Texas ("Member"). The Pool is an administrative agency of local governments which cooperate in performing administrative services and governmental functions in insuring against risk.

### RECITALS

WHEREAS, the Pool is sponsored by the West Texas Rural Counties Association Preferred Risk Pool (WTRCAPRP) and was formed by the entry into an Interlocal Agreement by various local governments or associations of local governments;

WHEREAS, the parties recognize the Pool is authorized by statute and the coverage provided is not considered and does not constitute insurance under any Texas law (including the Texas Insurance Code) nor under the common law and is not regulated by the Texas Department of Insurance;

NOW, THEREFORE, it is Agreed and Understood among the parties as follows:

### TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions in this Agreement and other good and valuable consideration, including without limitation the agreement of the Pool and the Member to provide programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Member and the Pool, intending to be legally bound and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Texas Interlocal Cooperation Act provides the overarching basis for the Pool; certain Pool programs are further authorized pursuant to various statutes, including Chapter 504 of the Texas Labor Code (pertaining to workers' compensation) and

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# WEST TEXAS RURAL COUNTIES ASSOCIATION PREFERRED RISK POOL

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Chapter 2259, Subchapter B, of the Texas Government Code (pertaining to other risks or hazards).

2. **Program Participation.** This Agreement enables the Member to participate in one or more of the Pool's available programs including but not limited to property, liability, auto, and workers' compensation. A Confirmation of Coverage (CoC) will confer the right to participate in a specific program and each CoC shall be incorporated into this Agreement. Through participation in any Pool program, the Member waives none of its immunities and authorizes the Pool or its designee to assert such immunities on its behalf and on behalf of the Pool or its designees.
3. **Term of Agreement.** The initial Effective Date of this Agreement, and the date coverage first began, was 12:01 a.m. on March 22, 2013. The term of this Agreement shall be 1 (one) year commencing on the Effective Date and it shall automatically renew for successive 1 (one) year terms unless terminated in accordance with the provisions of this Agreement.
4. **Termination**
  - a. **By Either Party with 60 Days' Notice Before Anniversary.** Any CoC may be terminated by either party with termination to be effective on any successive anniversary date by giving written notice to the other party no later than 60 (sixty) days prior to automatic anniversary.
  - b. **By the Member upon Payment of Late Notice Fee.** If the Member fails to terminate a CoC as provided above, it may still terminate participation in any Pool program prior to the anniversary date by paying a late notice fee as herein provided. If the Member terminates the CoC before the anniversary date but with fewer than 60 (sixty) days' advance written notice, the Member agrees to pay the Pool a late notice fee in the amount of 25% (twenty-five percent) of the annual contribution of the expiring coverage period. The Member expressly acknowledges the late notice fee is not a penalty but a reasonable approximation of the Pool's damages for the Member's untimely withdrawal from the program identified in the CoC. However, once a coverage period of a CoC commences, the Member can no longer terminate the CoC by paying a late notice fee; the Member shall be bound by the CoC for anniversary coverage period.

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# WEST TEXAS RURAL COUNTIES ASSOCIATION PREFERRED RISK POOL

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**c. By the Pool upon Breach by the Member.**

The Pool may terminate this Agreement, or any CoC, based on breach of any of the following obligations by the Member, by giving 10 (ten) days' written notice to the Member of the breach; and the Member's failure to cure the breach within said 10 (ten) days or other time period allowed by the Pool:

- i. The Member fails or refuses to make the payments or contributions required by this Agreement;
- ii. The Member fails to cooperate and comply with any reasonable requests made by the Pool for information and/or records;
- iii. The Member fails or refuses to follow loss prevention or statutory compliance requirements of the Pool as provided in this Agreement; or
- iv. The Member otherwise breaches this Agreement.

If the Pool terminates this Agreement or any CoC based on breach as described above, the Member agrees the Pool will have no responsibility of any kind or nature to provide coverage on the terminated Pool program post-termination.

In addition to the foregoing, if termination is due to the Member's failure to make required payments or contributions, the Member agrees it shall pay the Pool liquidated damages in the amount of 50% (fifty percent) of the annual contribution for the coverage period identified in the terminated CoC.

- 5. Agreement to Pay Contributions.** The Member agrees to pay its contribution for each Pool program in which it participates based on a plan developed by the Pool. The amount of contribution will be stated in the relevant CoC and/or Anniversary Billing and will be payable upon receipt of an invoice for same. Late fees amounting to the maximum interest allowed by law but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and shall continue until the contribution and late fees are paid in full. If the Member owes the Pool payments under this Agreement or any CoC, the Pool may offset such amounts from any of the Member's funds held by the Pool regardless of the program.

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# WEST TEXAS RURAL COUNTIES ASSOCIATION PREFERRED RISK POOL

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6. **Contribution and Coverage Summary.** The Member agrees to abide by each CoC which governs its participation. A CoC will incorporate the program-specific coverage document, if any, which sets forth the scope of coverage and/or services from the Pool. A CoC for a Pool program will state the coverage period. After the Member's initial execution of a CoC, the CoC will automatically renew annually unless terminated in accordance with this Agreement.
7. **Loss Prevention.** The Pool may provide loss prevention services to the Member. The Member agrees to adopt the Pool's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements.
8. **Other Duties of the Member.**
- a. **Standards of Performance.** Time shall be of the essence in the Member's reporting of any and all claims to the Pool, payment of any contributions or monies due to the Pool, and delivery of any written notices under this Agreement.
  - b. **Claims Reporting.** Notice of any claim must be provided to the Pool no more than 30 (thirty) days after the Member knows of or should have known of the claim or circumstances leading to the claim, unless a different reporting requirement is required by law or provided for in the CoC. Failure by the Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Pool advances payment of any fine or penalty arising from the Member's late claim reporting, the Member will reimburse the Pool for all such costs.
  - c. The Member acknowledges and warrants by entering into this Interlocal Participation Agreement it has satisfied requirements under State or Local law to seek competitive bids for the purchase of goods and services, including making a finding that purchases made hereunder represent the best value to the Member, if applicable.
9. **Administration of Claims.** The Pool shall designate a qualified person or organization as administrator (Administrator) of the Pool. The Administrator shall administer all claims for which the Member has coverage after the Member provides timely written notice to

# WEST TEXAS RURAL COUNTIES ASSOCIATION

## PREFERRED RISK POOL

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the Pool. The Member hereby authorizes the Administrator or its designee to act in all matters pertaining to handling of claims for which the Member has coverage pursuant to this Agreement. The Member expressly agrees the Administrator has sole authority in all matters pertaining to the administration of claims and grants the Administrator or its designee full decision-making authority in all matters, including without limitation discussions with claimants and their attorneys or other duly-authorized representatives. The Member further agrees to be fully cooperative in supplying any information reasonably requested by the Administrator in the handling of claims. All decisions on individual claims shall be made by the Pool or its designated Administrator, including without limitation decisions concerning claim values, payments due on the claim, settlement, subrogation, litigation, or appeals.

**10. Insurance/Excess Coverage/Reinsurance.** The Pool may purchase excess coverage or reinsurance for any or all Pool programs. In the event of a substantial change in terms or cost of such coverage, the Pool reserves the right to make adjustments to the terms and condition of a CoC as allowed by the "Amendment by Notice" process under this Agreement. If any insurer, reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Pool or any Member, the Pool is not responsible for any payment or any obligations to the Member from any insurer, reinsurer, stop loss carrier, or excess coverage provider.

**11. No Joint and Several Liability.** The Member shall have no joint or several liability with other members participating in the Pool. The participation of the Member shall at all times be on a non-assessable basis beyond their annual contribution.

**12. Subrogation and Assignment of Rights.** The Member on its own behalf and on behalf of any person entitled to benefits under this Agreement assigns all subrogation rights to the Pool. The Pool has the right in its sole discretion, without notice to the Member, to bring all claims and lawsuits in the name of the Member or the Pool. The Member agrees all subrogation rights and recoveries belong first to the Pool up to the amount of benefits, expenses, and attorneys' fees incurred by the Pool, with the balance (if any) being paid to the Member, unless otherwise specifically stated in this Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof the injured party has been made whole. The Member's right to be made whole is expressly superseded by the Pool's subrogation rights. If the

# WEST TEXAS RURAL COUNTIES ASSOCIATION PREFERRED RISK POOL

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Member procures alternate coverage for a risk covered by the Pool, the alternative coverage shall be deemed primary coverage concerning that risk.

- 13. No Waiver of Subrogation Rights.** The Member shall do nothing to prejudice or waive the Pool's existing or prospective subrogation rights under this Agreement. If the Member has waived any subrogation right without first obtaining the Pool's written approval the Pool shall be entitled to recover from the Member any sums it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.
- 14. Appeals.** The Member shall have the right to appeal any written decision or recommendation to the Pool's Board of Directors; the Board's determination will be final. Any appeals shall be made in writing to the Board Chair within 30 (thirty) days of the decision or recommendation.
- 15. Payments.** The Member represents and warrants all payments required by the Member under this Agreement shall be made from its available current revenues.
- 16. Cooperation and Access.** The Member agrees to cooperate and comply in a timely manner with all reasonable requests for information and/or records made by the Pool. The Member further agrees to provide complete and accurate statements of material facts, and to not misrepresent or omit such facts or engage in fraudulent conduct or make false statements to the Pool. The Pool reserves the right to audit the relevant records of the Member to determine compliance with this Agreement.
- 17. The Member's Designation of Representative.** The Member agrees to designate a representative (Program Representative) for the Member in this Agreement or any CoC executed by the Member. The Member's Program Representative shall have express authority to represent and bind the Member, and the Pool will not be required to contact any other individual regarding matters arising from or related to this Agreement. The Member reserves the right to change its Program Representative by giving written notice to the Pool; such notice is not effective until actually received by the Pool. Notice provided to the Pool's Administrator shall be sufficient to comply with this provision.

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# WEST TEXAS RURAL COUNTIES ASSOCIATION PREFERRED RISK POOL

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- 18. Security of Documents.** Under this Agreement the Pool may grant the Member access to sensitive or protected information. The Member agrees to assume the responsibility for maintaining the security of this information and to take all reasonable steps to avoid unauthorized disclosure of this information.
- 19. Insurance Terminology.** The Pool is not "insurance," but is, instead, a mechanism through which eligible governmental entities join together to collectively purchase, self-insure, and administer certain risk exposures. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Pool as "insurance" (as defined by law), shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
- 20. Representation.** The Member authorizes the Pool to represent the Member in any lawsuit, dispute, or proceeding arising under or relating to any Pool program and/or coverage in which the Member participates. The Pool may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. The Member shall fully cooperate with the Pool, its designee, and the Pool's chosen counsel, including without limitation supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, the Member designates the Pool to act as a class representative in its behalf in matters arising out of this Agreement.
- 21. Entire Agreement.** This Agreement and applicable CoCs represent and contain the complete understanding and agreement of the Pool and the Member. This Agreement replaces all previous Interlocal Participation Agreements between the Pool and the Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired coverage period or pending claim under an existing agreement between the Member and the Pool.
- 22. Amendment by Notice.** This Agreement, including any of its component CoCs or coverage documents, may be amended by the Pool in writing by providing the Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which the Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively, and the Member shall have the right to

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terminate this Agreement, or a component CoC to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If the Member fails to give the Pool timely written notice of termination, the Member shall be deemed to have consented to the Pool's amendment and agrees to abide by and be bound by the amendment without necessity of obtaining the Member's signature.

The Pool may amend this Agreement, or any CoC, effective at the Member's anniversary. Amendments may be for any reason, including changes to the terms or contribution amount.

The Pool may also amend this Agreement, or any CoC, effective during the term of a CoC for any reason, including but not limited to the following:

- a. If state or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, or decision or take any action which would substantially impact the rights or financial obligations of the Pool as it pertains to this Agreement or any Pool program or CoC.
- b. If the terms of the Pool's insurance, stop-loss, excess coverage, or reinsurance changes substantially.

If the Pool exercises the option to amend the Agreement or any CoC during the term of a CoC and prior to anniversary, the Pool shall give the Member 30 (thirty) days' advance written notice. The Member will then have the right during the 30 (thirty) day period to give the Pool written notice of termination of the applicable Pool program, effective upon the expiration of the 30 (thirty) day notice period (or longer period if so provided by the Pool in writing).

**23. Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement but rather in accordance with the fair meaning thereof.

**24. Governing Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law principles of such state. Venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall lie in Tom Green County, Texas,

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# WEST TEXAS RURAL COUNTIES ASSOCIATION PREFERRED RISK POOL

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unless otherwise mandated by law. In the event of a lawsuit or formal adjudication between the Member and the Pool, the prevailing party is entitled to recover reasonable and necessary attorneys' fees which are equitable and just.

- 25. Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.
- 26. Governmental Immunity and Dispute Resolution.** WTRCAPRP, the Pool, and its Administrator retain their governmental immunity except to the extent it is waived by the Legislature. The parties agree the following adjudication procedures apply to any legal dispute, and the Member's right to sue WTRCAPRP, the Pool, or its Administrator is contingent upon compliance with these procedures: 1) prior to filing suit, the Member must comply with all of its obligations under this Agreement and any applicable coverage document; 2) prior to filing suit, the Member will participate in good faith in mediation in Tom Green County, Texas; and 3) any suit against WTRCAPRP, the Pool, or its Administrator must be brought in Tom Green County, Texas.
- 27. Assignment.** This Agreement, or any duties or obligations imposed by this Agreement, shall not be assignable by the Member without the prior written consent of the Pool.
- 28. Authorization.** By the execution of this Agreement, the undersigned individuals warrant they have been authorized by all requisite governance action to enter into and perform the terms and conditions of this Agreement.
- 29. Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid, or by a carrier for overnight service. Notice to the Pool shall be sufficient if made or addressed as follows: WTRCA Pool Administration, P.O. Box 61893, San Angelo, Texas 76906. Notice to the Member shall be sufficient if addressed to the Program Representative listed in this Agreement and mailed to the Member's physical address of record on file with the Pool.

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# WEST TEXAS RURAL COUNTIES ASSOCIATION PREFERRED RISK POOL

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**30. Signatures/Counterparts.** The failure of a party to provide an original, manually-executed signature to the other party shall not affect the validity or enforceability of the Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute on and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

## WEST TEXAS RURAL COUNTIES ASSOCIATION PREFERRED RISK POOL

By: *Kathleen Hicks*  
Kathleen Hicks, CIC-Tenured  
Director of Pool Administration

Date: *April 6, 2018*

## MEMBER: HOCKLEY COUNTY

By: *Sharla Baldrige*  
Signature of Member's Program Representative

Date: *4-23-2018*

*Sharla Baldrige, County Judge*  
Printed Name of Member's Authorized Representative

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 23rd  
day of April, A. D. 2018, was examined by me and approved.

Curtis Thaw  
Commissioner, Precinct No. 1

J. L. Barnett  
Commissioner, Precinct No. 3

Randy Carter  
Commissioner, Precinct No. 2

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Commissioner, Precinct No. 4

Shonda Baldrige  
County Judge

Irene Gumula, by Jamie Salazar  
IRENE GUMULA, County Clerk, and  
Ex-Officio Clerk of Commissioners' Court  
Hockley County, Texas

