

**JOINT ELECTION AGREEMENT
BETWEEN
THE SUNRAY INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF SUNRAY**

WHEREAS, the Sunray Independent School District (“District”) and the City of Sunray (“City”) (collectively “Parties”) are political subdivisions of the State of Texas;

WHEREAS, Texas Education Code §11.0581(a) requires that an election for trustees of an independent school district be held on the same date as the election for the members of the governing body of a municipality located in the school district or the general election for state and county officers;

WHEREAS, Texas Education Code §11.0581(b) requires that District trustee elections under §11.0581(a) be conducted jointly, and in accordance with Chapter 271 of the Election Code;

WHEREAS, the City is a municipality located in the District;

WHEREAS, May 7, 2016 is a uniform Election Date under Texas Election Code §41.001 (“Election Day”);

WHEREAS, the Sunray City Council intends for the City to hold a regular election on Election Day, May 7, 2016;

WHEREAS, the Sunray Independent School District’s Board of Trustees intends for the District to hold a general trustee election on Election Day, May 7, 2016;

WHEREAS, Texas Election Code § 271.002(a) authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling places;

WHEREAS, the governing bodies of the District and the City desire to hold a joint election as set forth in this Joint Election Agreement (“Agreement”); and

WHEREAS, the City and the District serve electors within the same boundary, and it would be to the benefit of the City, the District, and the citizens and voters thereof, to hold elections jointly in the election precincts that can be served by common polling places insofar as possible.

NOW, THEREFORE, in consideration of and subject to the following terms and provisions, the Joint Election Agreement set forth below is entered into by and between the City, acting by and through its City Council, the District, acting by and through its Board of Trustees:

1. Scope

- a. This Agreement governs the conduct of the City's regular election and the District's general trustee election, which are to be held on Election Day, May 7, 2016.

2. Legal Documents

- a. The Parties shall each be responsible for the preparation, adoption, and publication (including bilingual publications) of their respective required elections orders, notices, and any other pertinent documents required by law, unless otherwise set forth herein.
- b. The District shall prepare and tender a pre-clearance submission to the Department of Justice, as required by the Civil Rights Act, on behalf of the Parties.

3. Polling Places

- a. Election Day voting shall be held at Sunray City Hall, 611 O. Street, Sunray, Texas, as permitted by §271.003, and as set forth in the Parties' election orders.
- b. It is the responsibility of the City to ensure that the polling place complies with current accessibility standards as set forth in the Americans with Disabilities Act and any state or local laws or ordinances.

4. Supplies

- a. Each Party shall be responsible for ordering and paying for its respective election supplies.
- b. If practicable and economical, the Parties will make efforts to coordinate the ordering of supplies.

5. Expenses

- a. All joint election expenses incurred under this Agreement shall be split evenly (50/50) among the Parties, unless otherwise set forth herein. Expenses to be split evenly, except in the event of cancellation as described below, include, but are not limited to: compensation for election judges and clerks, fees related to the electronic voting systems (or as set forth in the Parties' rental agreement with the County), and joint election supplies, if any.

- b. The Parties shall not split costs related to notices, newspaper publishing, translations of documents, and legal fees incurred, unless otherwise set forth herein, as those costs shall be borne by the Party incurring same.
- c. The Parties shall split fees for the drafting of this Agreement and related documents. Said fee shall be \$700.00 (\$350.00 per Party).
- d. If a Party cancels its election, it shall be responsible only for its prorated share of expenses incurred through the date of cancellation.
- e. In the event of cancellation by one Party, the remaining Party shall be responsible for all election expenses it incurs following the cancellation of an election by a Co-Party, including compensation for election judges and clerks, and fees related to the electronic voting systems (unless otherwise set forth in the Parties' agreement with the County).

6. Cancellation

- a. Either Party may cancel its election as permitted by Texas Election Code §2.051. In the event of cancellation, the cancelling Party is relieved from its joint election obligations, unless otherwise set forth herein.

7. Election Officers

- a. Section 271.005 of the Texas Election Code authorizes election officers to serve as joint election officers if that person is eligible to serve as an election officer for the election of any of the participating political subdivisions. The Parties shall select election officers jointly, and in accordance with §271.005.
- b. The Parties shall ensure the joint election officers are properly trained.

8. Compensation of Judges & Clerks

- a. Election judges and clerks shall be compensated in accordance with Texas Election Code § 271.013 and Chapter 32, Subchapter E.
- b. Expenses related to the compensation of Judges and Clerks shall be paid as described in Section 4 above.

9. Early Voting

- a. Early voting shall be conducted separately, at the locations set forth in the Parties' respective Election Orders.

10. Method of Voting

- a. Paper and/or electronic voting systems may be used for the joint election, as permitted by Texas Education Code §271.0071.
- b. The Parties will enter into an agreement with Moore County for the rental, programming, delivery, testing, set up and removal of the electronic voting machines. Said contract shall also address the training of election workers on the electronic voting machines.

11. Ballots

- a. The Parties shall use separate ballots.
- b. Each Party shall be responsible for preparing language for its respective ballot.
- c. If a Party uses paper ballots, it shall be responsible for all costs associated with the paper ballots.
- d. Preparation of electronic ballots shall be governed by the contract between the Parties and Moore County.

12. Ballot Boxes

- a. Separate ballot boxes shall be used.

13. Canvassing

- a. Canvassing shall be conducted separately.

14. Recounts

- a. Recounts, if necessary, shall be conducted separately.

15. Election Records Retention

- a. The Parties will each be responsible for the retention of their respective records, in accordance with the Texas Election Code.

16. Order, Resolution, or Other Official Action

- a. The Parties agree to state the terms of the joint election agreement in an order, resolution, or other official action adopted by the governing body of each Party, at a lawfully called meeting, as required by Texas Election Code § 271.002(d).

17. Agreement Preservation

- a. An executed copy of this Agreement shall be preserved by each Party for the period for preserving the precinct election records, as required by Texas Election Code §271.002(e).

18. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Moore County, Texas.
- b. The Parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- c. In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. Any amendment of this Agreement shall be of no effect unless in writing and signed by all Parties hereto.
- e. Either Party may terminate this Agreement by giving written notice to the other Party.
- f. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

THE CITY OF SUNRAY

By: _____
President, Sunray City Council

THE SUNRAY INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees