

**BOARD OF TRUSTEES
AGENDA**

<input type="checkbox"/> Workshop	<input checked="checked" type="checkbox"/> Regular	<input type="checkbox"/> Special
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- (A) ☐ Report Only ☐ Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) ☒ Action Item

Presenter(s): ISMAEL MIJARES, DEPUTY SUPERINTENDENT FOR BUSINESS & FINANCE

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST APPROVE A JOINT ELECTION AGREEMENT BETWEEN THE DISTRICT, MAVERICK COUNTY, AND THE HOSPITAL DISTRICT FOR JOINT ELECTIONS TO TAKE PLACE ON TUESDAY, NOVEMBER 5, 2024. A JOINT ELECTION IS REQUIRED BY SECTION 11.0581 OF THE EDUCATION CODE FOR THE DISTRICT TO HOLD ITS ANNUAL ELECTION OF TRUSTEES IN THE DISTRICT.

- (C) Funding source: Identify the source of funds if any are required.

THE ESTIMATED BUDGETED AMOUNT OF \$60,000.00 HAS BEEN APPROPRIATED IN THE MAINTENANCE AND OPERATIONS FUND AS THE DISTRICT'S PROJECTED SHARE OF ELECTION COSTS FOR THE JOINT ELECTION. FINAL COSTS CAN ONLY BE DETERMINED AFTER THE ELECTION.

- (D) Clarification: Explain any question or issues that might be raised regarding this item.

SEE ATTACHED MEMORANDUM.



To: Samuel Mijares, Superintendent

From: Ismael Mijares, Deputy Superintendent for Business & Finance

Date: March 28, 2024

SUBJECT: Joint Election Agreement between Maverick County, Maverick County Hospital District, and the Eagle Pass Independent School District

In order to comply with Education Code 11.0581, attached is the proposed Joint Election Agreement between Maverick County, Maverick County Hospital District, and the Eagle Pass Independent School District for the November 5, 2024 Joint Election. This agreement will be approved by the Maverick County on Monday, April 8, 2024 and by the Maverick County Hospital District on Tuesday, April 9, 2024. The following have been included in the Joint Election Agreement:

- The November 5, 2024 Uniform Election will include a Saturday and Sunday Early Voting Days: October 26, 2024 from 7:00 am to 7:00 pm and October 27, 2024 from 9:00 am to 3:00 pm. The November 5, 2024 Uniform Election includes twelve (13) voting days (page 2).
 - 1) Monday-Friday, October 21, 2024 through October 25, 2024 (8:00 am to 5:00 pm-5 Days)
 - 2) Monday-Friday, October 28, 2024 through November 1, 2024 (7:00 am to 7:00 pm-5 Days)
 - 3) **Saturday, October 26, 2024 (7:00 am to 7:00 pm-1 Day)**
 - 4) **Sunday, October 27, 2024 (9:00 am to 3:00 pm-1 Day)**
 - 5) Tuesday, November 5, 2024 Election Day (7:00 am to 7:00 pm-1 Day)
- The cost estimate on Page 12 of the Joint Election Agreement, Exhibit B includes:
 - 1) The cost of Kickapoo voter assistance during Early Voting and Election Day for all entities participating in the election, which will be provided by Maverick County (page 5).
 - 2) The cost to translate and advertise the School Board of Trustees Election in Kickapoo Language in the local KEPS/KINL Radio Station daily for two weeks will be provided by Maverick County (Exhibit B).
 - 2) All other communication efforts to inform the Kickapoo community on the School Board of Trustees Election will be provided by the existing school district personnel without incurring additional cost.
- Maverick County will follow state law in regard to preparation of the ballot and the order on the ballot (page 3).
- Entities participating in the Election will pay an equal share of the total election costs. In the event of overpayment, Maverick County shall promptly refund the school district. The entities tentatively participating in the election are Maverick County, the Hospital District, and EPISD (page 1).
- The presiding judge of the 293rd Judicial District Court of Maverick County, Texas, the Honorable Maribel Flores, shall serve as the custodian of the keys to the ballot boxes for voted ballots in the Joint Election which will be stored at the IBC Bank (page 7). The Custodian of the Ballot Boxes is subject to change as determined by Election Code Section 273.001-003.
- Notice of Election for all entities participating in the election will be published in the local newspaper by Maverick County (Kickapoo notices will only be advertised in the local KEPS/KINL radio station daily as required by law) (page 5).

Attached is also a Timeline that includes important dates regarding the Tuesday, November 5, 2024 Uniform Election for your information and reference purposes. Should you have any questions regarding this matter, please contact me at your convenience.

AGREEMENT TO CONDUCT JOINT ELECTIONS BETWEEN

MAVERICK COUNTY, MAVERICK COUNTY HOSPITAL DISTRICT, & EAGLE PASS INDEPENDENT SCHOOL DISTRICT

WHEREAS, Maverick County (“County”) will hold a general election of state and county officers on Tuesday, November 5, 2024 (the “County General Election”);

WHEREAS, the Maverick County Hospital District (“Hospital District” or “MCHD”) will hold a general election of trustees on Tuesday, November 5, 2024 (the “Hospital District’s General Election”);

WHEREAS, the Eagle Pass Independent School District (“EPISD”) will hold a general election of trustees on Tuesday, November 5, 2024 (“EPISD’s General Election”);

WHEREAS, Section 11.0581 of the Texas Education Code requires that the election of trustees of an independent school district be held on the same date as, among other things, the general election for state and county officers; and Section 271 of the Election Code authorizes the governing authority of any other political subdivision, including the Hospital District, holding an election on the same day in such county to participate in the Joint Election; and that elections held on the same date shall be held as a Joint Election under Chapter 271 of the Texas Election Code;

WHEREAS, Chapter 271 of the Texas Election Code also requires that the terms of a Joint Election agreement shall be stated in an order, resolution, or other official action adopted by the governing body of each participating political subdivision;

WHEREAS, Chapter 42 of the Texas Election Code requires that the county election precincts are the election precincts for the general election for state and county officers and any other election held by a political subdivision on a uniform election date;

NOW, THEREFORE, pursuant to Section 11.0581 of the Texas Education Code and the applicable provisions of the Texas Election Code and Chapter 791 of the Texas Government Code, this Joint Election agreement sets forth the agreement between the Parties to conduct a Joint Election:

I. SCOPE OF JOINT ELECTION AGREEMENT

This Joint Election agreement covers the conduct of the General Elections for the County, Hospital District, and EPISD (“Entities” or “Parties” or separately, “Entity” or “Party”) that participates in this Joint Election agreement. The Entities will hold these elections on Tuesday, November 5, 2024, (“Election Day”), jointly for the voters in Maverick County.

II. ELECTION OFFICER

The Entities hereby appoint **Isamari Villarreal**, Maverick County Elections Administrator, as the Joint Election Officer to perform or supervise the performance of the duties and responsibilities of the County, Hospital District, and EPISD involved in the conduct of the Joint Election covered by this agreement.

III. EARLY VOTING

The Entities agree to conduct their early voting jointly. The Entities hereby appoint **Isamari Villarreal**, Maverick County Elections Administrator, as the Early Voting Clerk for the Joint Election.

Early voting for the Entities shall be conducted on the following dates and times:

- Monday, October 21 through Friday, October 25, 2024 – **8:00 a.m. to 5:00 p.m.**
- Monday, October 28 through Friday, November 1, 2024 – **7:00 a.m. to 7:00 p.m.**
- Saturday, October 26, 2024 – **7:00 a.m. to 7:00 p.m.**
- Sunday, October 27, 2024 – **9:00 a.m. to 3:00 p.m.**

Early voting shall take place at the **City of Eagle Pass-Multipurpose Building, 480 S. Adams St., Eagle Pass, TX 78852** (Main Early Voting Polling Place), as listed in Exhibit “A,” and authorized or to be authorized and ordered by the governing body of each Entity and incorporated by reference as if fully set out herein.

A. **County Responsibilities**

1. The County shall provide the location to the governing bodies of the Entities, with the address, times and dates of early voting suitable for consideration and adoption by the governing bodies in accordance with Texas Election Code Chapter 85.

2. The Early Voting Clerk for the County, **Isamari Villarreal**, shall also serve as the Joint Early Voting Clerk for this election. The Joint Early Voting Clerk will be responsible for the conduct of early voting by mail and by personal appearance for the County, Hospital District, and EPISD voters voting in the Joint Election. The Joint Early Voting Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Title 7 of the Texas Election Code. The Joint Early Voting Clerk shall send early voting ballots by mail and receive early voting ballots for early voting by mail. The Joint Early Voting Clerk shall have authority to appoint such deputy early voting clerks as may be necessary to assist the Joint Early Voting Clerk with voting to take place at the early voting location.

3. The County through the Joint Election Officer will determine the number of and secure election judges and clerks to hire to conduct early voting in the Joint Election. This shall include but not be limited to the preparation and issuance of the writs of election and notices of appointment as required by law for the participating Entities. The Joint Election Officer will arrange or contract for training for all elections workers and will assign all election workers employed for early voting in the Joint Election. The training of said election workers shall be mandatory; these individuals will be compensated for their time in training. The County will

provide a training facility where an election school will be conducted to train election workers employed in the conduct of early voting, early voting by personal appearance, early voting by mail, and other aspects of early voting for the Joint Election. The Joint Election Officer will name early voting deputies and clerks employed in the conduct of early voting.

4. The County, through the Joint Election Officer, will provide and deliver all supplies and equipment necessary to conduct early voting for the Joint Elections, including but not limited to ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to the early voting site as required by law. The Joint Election Officer will designate, secure, and confirm all early voting polling sites.

5. The County, through the Joint Election Officer, will be responsible for the preparation and transportation of the electronic voting equipment necessary to conduct early voting. The County shall perform all tests of voting equipment as required by law, including but not limited to posting notice of equipment testing.

6. Pursuant to Section 271.010 of the Election code, the Entities appoint **Isamari Villarreal**, Maverick County Elections Administrator, as the Joint Custodian of Records (“Joint Custodian”) for the sole purpose of securely preserving all voted ballots for preservation required by the Election Code. The Custodian will perform all duties imposed by the Election Code on the Custodian of Election Records for the Parties.

7. The Joint Election Officer will receive ballot language in both English and Spanish from the EPISD and from the Hospital District and format the ballots as needed to include said language. The County will provide EPISD and provide the Hospital District with a final proof of their respective ballot language for approval prior to printing ballots. Upon final proof approval, the ballot shall be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for early voting by personal appearance, and the printed ballot mail-outs for the early voting by mail. The Joint Election Officer shall ensure that the order of the ballot shall follow state law and not otherwise.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters shall be used for early voting. A single, combined ballot and single ballot box will be used as appropriate. The County shall use an electronic voting system, as defined and described in Title 8 of the Texas Election Code and approved by the Secretary of State, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for the conduct of the Early Voting Ballot Board. The County Election Board shall designate a person to serve in the capacity of the Presiding Judge for the Early Voting Ballot Board. The Presiding Judge for the Early Voting Ballot Board shall appoint two or more election clerks, and such Judge and clerks shall constitute the Early Voting Ballot Board and shall count and return early voting ballots, and perform other duties set for such board in accordance with the Election Code.

10. The Joint Election Officer will be responsible for obtaining and distributing the lists of registered voters to be used in conducting the Joint Election and procuring and distributing all other necessary election supplies in order to properly conduct the Joint Election.

11. The Joint Election Officer will provide voter assistance in Spanish and/or Kickapoo language, as may be necessary, and shall provide such other incidental services as may be necessary to effect a proper Joint Election by the Entities.

IV. ELECTION DAY

A. County Responsibilities

1. The County shall designate, secure, and confirm all Election Day polling place locations for the Joint Election, and shall forward such information to the Entities in a timely fashion to allow the Board of Trustees/Directors of the Entities to enter orders designating such polling locations. Exhibit “A” shall contain the list of expected Poll Locations for Election Day at the time of the presentment of this agreement to the Entities for approval; but the Parties understand and agree that changes may result in Poll Locations prior to the election due to unforeseen circumstances that may arise following approval of this agreement by any Party. For good cause under such unforeseen circumstances requiring such change(s), the County through the Joint Election Officer is authorized to make such changes.

2. The County shall procure election judges and clerks for the Joint Election. The County shall designate the Presiding Election Judge and the Alternate Presiding Judge to administer the election in the precincts in which common polling places will be used and shall forward such information to the Entities to allow the Board of Trustees/Directors of the Entities to enter appropriate orders designating such officials prior to the election. The Presiding Election Judge and Alternate Presiding Election Judge shall be qualified voters of Maverick County. The Presiding Election Judge for the precinct in which a common polling place is used will appoint election clerks as necessary to assist the judge in the conduct of the election at the precinct polling place. The Alternate Presiding Election Judge may be appointed as a clerk. The Alternate Presiding Election Judge may serve as the Presiding Election Judge of the precinct in the absence of the Presiding Election Judge. Election Judges and clerks shall be compensated at the rate established hereafter by the County. Compensable hours shall be determined in accordance with provisions of the Texas Election Code and other applicable laws.

3. One set of election officials shall preside over the election in the precinct at all common polling places. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters shall be used in the precinct in which a common polling place is used. A single, combined ballot and single ballot box will be used as appropriate. The officer designated by law to be the custodian of the voted ballots for the county shall be custodian of all materials used in common in the precinct where a common polling place is used. The County shall use and provide to the Parties an electronic voting system, as defined and described in Title 8 of the Texas Election Code and approved by the Secretary of State, and agrees to use ballots that are compatible with such equipment and that are in compliance with state law.

4. The Joint Election Officer will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for Election workers shall be mandatory, and these individuals will be compensated for their time in training.

5. The Joint Election Officer will arrange for Election Day voter registration precinct lists for the Joint Election and determine and provide the quantities of election supplies needed for Election Day voting.
6. The County, by and through the County Elections Administrator, will be responsible for the preparation and transportation of voting equipment and Election Day supplies for use on Election Day.
7. The common polling places are designated as the polling places used by the County. At the common polling places, a single ballot box shall be used for the deposit of all ballots cast in the Joint Election as appropriate. At said polling place, one voter registration list and one combination poll list/signature roster form will be kept for the Joint Election. The final returns for the Hospital District, EPISD, and the County shall be canvassed separately by each respective Entity. The Custodian of Records for the County, **Isamari Villarreal**, shall maintain a return center on Election Day for the purpose of receiving returns for the Joint Elections. Mr. Villarreal will provide unofficial election results to the qualified individual appointed by each Entity.
8. On Election Day, the Joint Election Officer and the County Elections Administrator's Office will field all questions from election judges.
9. The County through the Joint Election Officer shall make available to the voters having the need of an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process. The County shall make available to the voters having the need of an individual capable of acting as a translator and speaking both English and Kickapoo languages who will assist Kickapoo-speaking voters in understanding and participating in the election process.

B. Participating Entities Responsibilities

1. Prior to Election Day, the Entities will answer questions from the public with respect to each Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.
2. The Custodian of Records for each Party shall receive returns from Mr. Villarreal on Election Day.

V. ELECTION NIGHT

A. County Responsibilities

1. The County through the Joint Election Officer holds responsibility for all activities on election night including, but not limited to, setting up a central counting station, coordinating and supervising the tabulation of results, coordination and supervision of the physical layout of the station for the Joint Election, and management of media coverage of the election.
2. The County through the Joint Election Officer will arrange for the transportation of voted ballot boxes to the central counting station.
3. The County will appoint the Manager, Tabulation Supervisor, Presiding Judge and other officers and Clerks for the Central Counting Station as required by Chapter 127 of the Texas Education Code to perform such duties as required by the Texas Election Code, and shall

forward such information to the Entities in a timely fashion in order for the governing body of each Entity to enter appropriate orders designating such election officials prior to the election.

4. The County shall provide the Entities with reasonable space in a public area adjacent to the Central Counting Station at which each Entity may have representatives present during the counting process.

5. The County through the Joint Election Officer shall carry out all Election Day responsibilities of the Parties, unless otherwise specifically designated herein.

B. EPISD / Hospital District Responsibilities

Other than receiving returns from the Joint Election Officer, the Hospital District and EPISD shall have no further requirement for carrying out their respective role or responsibility on the night of the election but may have representatives present during the counting process, as the County and the Joint Election Officer shall carrying out such responsibilities as may be required of them by the Texas Election Code.

VI. COUNTY RESOURCES

1. The County shall provide for the Elections Division’s permanent staff and offices to administer the Joint Election, under the direction of the Maverick County Elections Administrator, **Isamari Villarreal**.

2. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored and secured until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will provide transportation of such ballot boxes to the Central Counting Station for the Early Voting Ballot Board.

3. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

4. The County will process the payroll for all temporary staff hired to conduct the Joint Election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

5. The County through the Joint Election Officer and his Elections Division will conduct and carry out all the responsibilities of the Parties for Election Day and early voting as indicated in this Agreement unless otherwise required herein.

VII. JOINT ELECTION COSTS; PAYMENT

1. The Hospital District and EPISD shall pay the Joint Election costs in accordance with the following formula: *Total Cost for Joint Election Services ÷ Number of Joint Election Participants = Each Participating Entity’s Cost*. If an Entity does not hold an election, it shall not be considered a Joint Election Participant and shall not incur a Joint Election cost. Each Joint Election Participant’s cost shall be promptly paid by each Party to County following its receipt of the County’s invoice in accordance with Chapter 2251, Texas Government Code. If requested by County by invoice, each Party agrees to pay County a deposit, payable to Maverick County, in the amount equal to 75% of the estimated amount identified for the participating Entity in the Cost Estimate attached as Exhibit “B.” In the event that a participating Entity’s

payment exceeds that Entity's cost under the aforementioned formula, the County shall promptly reimburse the Entity for the difference. The County shall submit an invoice to each participating Entity for the balance of the actual Joint Election expenses upon completion of the election. Joint Election expenses include, but are not limited to, expenses for facilities, personnel, supplies and training actually incurred by the county for establishing and operating all early voting and Election Day activities at the polling place in the Joint Election territory as well as activities related to the tabulation of votes, all as reflected on the Cost Estimate.

2. In the event of a recount, the expense of the recount shall be borne by the Entity(ies) involved in such recount on a pro-rata basis.

3. The expenses of any early voting polling places that are established at the request of either Entity other than the one mutually agreed upon by all Entities shall be borne by the requesting Entity.

VIII. GENERAL PROVISIONS

A. Legal Notices

Each of the Entities shall be individually responsible for the preparation of election orders, resolutions, posted notices, and other pertinent documents for adoption or execution by its own respective governing body and all expenses related thereto; except, however, the County shall be responsible for the newspaper publication(s) of the Notice of Election that shall cover the elections of each of the entities in Joint Election with the County. Each of the Entities shall be individually responsible for obtaining appropriate preclearance, **in the event such preclearance is necessary**, from the United States Department of Justice. Mr. Villarreal, the Joint Election Officer, will provide the Entities with information on changes affecting the election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to his office. Each of the entities shall be individually responsible for posting election notices and all expenses related thereto; and each of the entities shall pay the County for their pro rata share of the newspaper publication(s) of the Notice of Election to be published by the County for the Joint Election.

B. Communications

Throughout the term of this Agreement, the Hospital District, EPISD, and the County will engage in ongoing communications concerning the conduct of the Joint Election; and, when necessary, the Elections Administrator, elections division staff members, and other election workers shall meet with the designated representative of the Entities to discuss and resolve any problems which may arise regarding the Joint Election.

C. Custodian

The presiding judge of the 293rd Judicial District Court of Maverick County, Texas, shall serve as the custodian of the keys to the ballot boxes for voted ballots in the Joint Election.

D. Effective Date

This Agreement takes effect between the County and a participating Entity upon the complete execution of this Agreement by that participating Entity and the County. This Agreement shall continue as to each participating Entity until that participating Entity pays the

County its share of the costs of the Joint Election. The obligation of the participating Entities to the County under this Agreement shall not end until such sum is paid.

IX. MISCELLANEOUS PROVISIONS

A. Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Maverick County, Texas. No official, representative, agent, or employee of a participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Board of Trustees/Directors. Mr. Villarreal may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the county and the governing authorities of EPISD and Hospital District or the duly authorized representative of each of them when approval of their respective board of trustee/directors is not otherwise required by law.

B. Notice

Any notice to be given hereunder by any party to the other shall be in writing and either (1) provided by e-mail correspondence at the e-addressed hereinbelow provided, subject, however, to receipt of a non-automatic, written, and full acknowledgement of receipt of such notice by the party to whom notice has been sent; or (2) by personal delivery in writing by certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

MAVERICK COUNTY

Isamari Villarreal
County Elections Admin.
501 E. Main St., Ste. B
Eagle Pass, TX 78852
elections.admin@co.maverick.tx.us

EAGLE PASS ISD

Ismael Mijares
Elections Admin.
587 Madison St.
Eagle Pass, TX 78852
mijares@eaglepassisd.net

HOSPITAL DISTRICT

Alma Martinez
CEO, Hospital District
3406 Bob Rogers Dr., # 230
Eagle Pass, TX 78852
ar.martinez@mchdep.org

C. Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an Act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person(s) not a party or in privity thereof, it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

D. Venue and Choice of Law

The Entities agree that venue for any dispute arising und this Agreement will lie in the appropriate courts of Maverick County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

E. Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts relating to each Entity's November 5, 2024, election. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning the Agreement shall be of no force or effect, except subsequent modification in writing as provide herein.

F. Severability

If any provision of the Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

G. Breach

In the event that participating Entity breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by a participating Entity in meeting obligations under this Agreement shall be made from current revenue funds available to the Board of Trustees/Directors. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

I. Other Instruments

The Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

J. Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

K. Mediation

When mediation is acceptable to all parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed-upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both or all parties to the dispute are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. Unless otherwise required by law, all communications within the scope of the mediation shall

remain confidential as described in Section 145.023 of the Texas Civil Practice and Remedies Code unless the disputing parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, Entities intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

L. Counterparts

This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

IN TESTIMONY WHEREOFF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, following the date of approval by each party, as shown below.

**MAVERICK COUNTY,
by Commissioners Court**

**EAGLE PASS ISD,
by the Board of Trustees**

By: _____
Ramsey E. Cantu, County Judge

By: _____
Jorge Barrera, President

By: _____
Isamari Villarreal, Elect. Admin.

Date of EPISD
Approval: _____

Date of County
Approval: _____

**MAVERICK COUNTY HOSPITAL DISTRICT,
by the Board of Trustees**

By: _____
Alma Martinez, CEO

Date of Hospital District
Approval: _____

Exhibit “A”
[Early Voting & Election Day Poll Locations]
(Subject to change should unforeseen circumstances require)

EARLY VOTING:

Main Early Voting Polling Place

City of Eagle Pass Multi-Purpose Center
 480 S. Adams Street
 Eagle Pass, TX 78852

Dates and Times

- > October 21, 2024 – October 25, 2024,
 from **8:00 a.m. – 5:00 p.m.**
- > October 28, 2024 – November 1, 2024:
 from **7:00 a.m. – 7:00 p.m.**
- > Saturday, October 26, 2024:
 from **7:00 a.m. – 7:00 p.m.**
- > Sunday, October 27, 2024:
 from **9:00 a.m. – 3:00 p.m.**

ELECTION DAY VOTING:

County Election Precincts	Name of Poll Location	Address of Poll Locations
1A	Salon de Colores	2055 Williams St.
1B	Fire Station # 2	2420 Second St.
1C	Memorial Junior H.S. (Gym)	1800 Lewis St.
1D	Salon Perpetuo Socorro (Church)	585 Alamo St.
2A	San Luis Elem. Sch. (Cafeteria)	2090-A Williams St.
2B	Ray H. Darr Elem. Sch. (Gym)	1996 Eidson Rd.
2C	Rosita Valley Elementary Sch. (Gym)	735 Rosita Valley Rd.
2D	El Indio Community Center	115 West Texas St., El Indio
2E	International Center for Trade	3295 Bob Rogers Dr.
3A	Glass Elementary School (Gym)	1501 Boehmer Ave.
3B	Seco Mines Elementary School (Gym)	2900 Diaz St.
3C	Quemado Community Center	20160 U.S. Hwy 277, Quemado
4A	Maverick County Courthouse	500 Quarry St.
4B	Eagle Pass H.S. (Girls Gym)	2020 Second St.
4C	St. Joseph Parish Hall	800 Comal St.
4D	Old EPISD Central Office (Board Rm.)	1420 Eidson Rd.

Applications for ballot by mail shall be mailed to:

Isamari Villarreal

Early Voting Clerk
 501 E. Main Street, Suite B
 Eagle Pass, TX 78852

**Applications for ballots by mail must be received
 no later than close of business on October 25, 2024.**

Exhibit “B”
(from Paragraph VII (1), pages 6 and 7)

Estimated Cost of Election \$180,000.00

Estimated Cost of Election for each entity
in Joint Election with County. \$60,000.00
(based on 3-party Joint Election)¹

75% of Estimated Cost Due from District and Hospital District,
Respectively, Prior to Election Services \$45,000.00

Balance of Estimated Cost from District and from Hospital District,
Respectively \$15,000.00

Balances, if any, are due from District and from Hospital District, respectively, following election.

The County shall invoice District and Hospital District with their respective balance due following all election services in accordance with the formula for determining each entity-in-joint-election’s cost as set out in paragraph VII (1) of this Joint Election agreement. In the event that an entity’s payment to County has exceeded its cost under the cost formula, the County shall reimburse that entity with the difference attributed to it.

¹ Should the election of a participating Entity in the Joint Election be cancelled, estimated costs and actual costs for any remaining participating Entity shall be adjusted in accordance with paragraph VII (1) of this Joint Election agreement.

Eagle Pass Independent School District
November 5, 2024
Uniform Election Timeline

Date	Election Code Section	Action
Sunday, November 5, 2023		Deadline to post candidate requirements on the school district website. Election information is available on the EPISD website under School Board, School Board Elections.
Monday, April 8, 2024		Maverick County Commissioners Court approves Joint Election Agreement between Maverick County, Maverick County Hospital District and Eagle Pass ISD.
Tuesday, April 9, 2024		Maverick County Hospital District approves Joint Election Agreement between Maverick County, Maverick County Hospital District and Eagle Pass ISD.
Monday, April 15, 2024		EPISD Board of Trustees to approve Election Order for the November 5, 2024 Uniform Election to include a Saturday Early Voting from 7:00 am to 7:00 pm on October 26, 2024 and a Sunday Early Voting from 9:00 am to 3:00 pm on October 27, 2024 at the April 15, 2024 Regular School Board Meeting.
Monday, April 15, 2024		EPISD Board of Trustees to approve contract between Maverick County, Maverick County Hospital District and Eagle Pass ISD to hold a joint election for the November 5, 2024 Uniform Election to include a Saturday Early Voting from 7:00 am to 7:00 pm on October 26, 2024 and a Sunday Early Voting from 9:00 am to 3:00 pm on October 27, 2024 at the April 15, 2024 Regular School Board Meeting. All entities participating in the election will pay an equal share of the election costs.
Thursday, June 20, 2024		Deadline to post Notice of Candidate Filing Deadline for EPISD Board of Trustees at the District Service Center Bulletin Board.
Saturday, July 20, 2024	11.055 & 144.005(a)	First day a candidate may file for a place on the ballot at the Business & Finance Director's Office located at the EPISD Service Center (offices will be closed on the 1st filing date). Offices will open Monday, July 21, 2024.
Tuesday, August 6, 2024	4.008	Eagle Pass ISD to provide Notice of Election to the Maverick County Clerk and Voter Registrar in accordance with Election Code Section 4.008. Notice is to be provided by the school district attorney.
Wednesday, August 7, 2024		Date to post the list of polling places for the election on the EPISD Website.
Monday, August 19, 2024	11.055	Last day a candidate may file for a place on the ballot at the Business & Finance Director's Office located at the EPISD Service Center by no later than 5:00 pm.

Eagle Pass Independent School District
November 5, 2024
Uniform Election Timeline

Date	Election Code Section	Action
Monday, August 19, 2024	3.005	Last day EPISD Board of Trustees may order an election for the November 5, 2024 Uniform Election (no later than the 78th day before election day).
Tuesday, August 20, 2024	52.094	Provide notice to candidates of drawing date. Post 72-hour notice of drawing.
Friday, August 23, 2024		Deadline to post a Notice of Drawing for the Scheduled drawing date of Monday, August 26, 2024.
Friday, August 23, 2024	11.055	Last day to file a declaration of write-in candidacy.
Monday, August 26, 2024	52.094	Conduct Ballot Position Drawing at the EPISD Service Center Board Room at 5:30 pm.
Monday, August 26, 2024	145.092 (f)	Last day a candidate may withdraw their name from the ballot at the Business & Finance Director's Office located at the EPISD Service Center by no later than 5:00 pm. (71st day before the election)
Tuesday, August 27, 2024		Provide results of ballot drawing to the Maverick County Elections Office.
Sunday, September 28, 2024	Education Code 11.060(d)	Deadline to appoint a person to fill the vacancy of position no. 5. As per Education Code Section 11.060(d) the vacancy shall be filled under this section no later than the 180th day after the date of the vacancy occurs.
Sunday, October 6, 2024	4.003(a)(1)	First day to publish Notice of Election on the Eagle Pass ISD Website (must be published no earlier than the 30th day and no later than the 10th day prior to election)
Monday, October 7, 2024		Provide notification to the Kickapoo Council/Tribe of the School Board of Trustees Election. A Certified Letter in English is mailed out as approved by the Deputy Superintendent for Business & Finance.
Monday, October 7, 2024		Translate the School Board of Trustees Election into the Kickapoo Language and air daily in the local KEPS/KINL Radio Station for two weeks beginning October 7, 2024 through Friday, October 18, 2024.
Monday, October 7, 2024		Provide Sample Ballots to candidates at the Business & Finance Director's Office located at the EPISD Service Center on Monday, October 7, 2024.
Monday, October 7, 2024	13.143	Eagle Pass ISD Administration provides memo to Chief Technology Officer to publish Notice of Election on the Eagle Pass ISD Webpage (must be published no earlier than the 30th day and no later than the 10th day prior to election).
Monday, October 7, 2024		Last day to register to vote for the November 5, 2024 Uniform Election (last day to register to vote is 30 days prior to Election Day)

Eagle Pass Independent School District
November 5, 2024
Uniform Election Timeline

Date	Election Code Section	Action
Tuesday, October 15, 2024	4.003(b); 4009(b)	Last day to publish Notice of Election on the Eagle Pass ISD Website and bulletin Board where otices of board meetings are placed. (21st day prior to Election Day)
Monday, October 21, 2024	85.001 (e)	First day of Early Voting as held for the Joint Elections at the Eagle Pass Multipurpose Center.
Saturday, October 26, 2024	4.003	Last day to publish Notice of Election in Local Newspaper.
Friday, November 1, 2024	85.001 (a)	Last day of Early Voting as held for the Joint Elections at the Eagle Pass Multipurpose Center.
Tuesday, November 5, 2024	41.001, 12.004, 83.011 & 104.003	<i>Election Day as held by Maverick County at designated Precinct Poll Locations.</i>
Wednesday, November 6, 2024		Eagle Pass ISD prepares and submits the following agenda items to be presented at the Tuesday, November 12, 2024 Special School Board Meeting: 1. Canvass the Results of the Election 2. Declare the Winners of the Election 3. Issue the Certificate of Elections to newly elected board members 4. Administer the Oath to newly elected board members 5. School Board Reorganizes 6. Authorize to Destroy the Ballots twenty two (22) months after the election.
Friday, November 8, 2024	67.003	First day to Canvass Election Returns for the November 5, 2024 Uniform Election - no earlier than the 3rd day and no later than the 14th day after the election.
Tuesday, November 19, 2024	67.003	Last day to Canvass Election Returns for the November 5, 2024 Uniform Election - no earlier than the 8th day and no later than the 14th day after the election.