

**AGREEMENT TO CONDUCT JOINT ELECTIONS
BETWEEN DEVINE INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF DEVINE FOR ELECTION SERVICES**

WHEREAS:

1. The Devine Independent School District, (“District”) and the City of Devine (“City”) (collectively, “the Parties”) will lawfully order and hold joint elections as required by law and in accordance with the terms of this Agreement; and
2. Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested; and
3. Pursuant to Section 271.002, Texas Election Code, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and
4. Texas Education Code, Section 11.581, requires the District to hold its general trustee elections jointly with a municipality located wholly or partially within the boundaries of the District on the May uniform election date or jointly with the county(ies) in which the District is located on the November election date; and
5. It would encourage greater voter participation and be convenient to the voters for the District and the city, (collectively referred to hereinafter as the “entities” or “Participating Entities”), to hold a joint election in the election precincts that can be served by common polling places insofar as possible.

NOW, THEREFORE, pursuant to Chapter 31, and Sections 271.002, and 271.003, Texas Election Code, Texas Education Code Section 11.0581 and Chapter 791 of the Texas Government Code, the Joint Election Agreement set forth below is entered into by and between the Participating Entities acting by and through their respective governing bodies, agree as follows:

I. Scope of the Election Agreement

- A.** The Agreement will govern the coordination between the Parties for the election(s) ordered by the Parties for a period of one (1) year from the date of its execution. The Agreement will renew annually unless terminated or amended by the Parties.
- B.** The District and the City will share a common early voting and election day polling location as follows or as otherwise agreed by the Parties:

Devine City Hall
303 S. Teel
Devine, Texas 78016

- C. Each of the Entities shall be individually responsible for the preparation and/or publication of election ballots, orders, resolutions, notices and other pertinent documents for adoption or execution by its own respective governing board as required by law.
- D. The City of Devine will be responsible for procuring, preparing, proofing and distributing sample ballots and ballots, including responsibility for all ballot programming for electronic voting equipment, as well as all lists, forms, name tags, posters and signage described in Chapters 51, 61 and 62 and Subchapter of Chapter 66 of the Texas Election Code. There shall be separate ballots for each entity that contain all appropriate races available for qualified voters of the two entities.
- E. The City of Devine will be responsible for the Spanish translation of the ballot.
- F. Election forms to be used and records to be maintained will be combined, as permitted by state and federal law, in a manner convenient and adequate to record and report the results of the election for the City and the District.
- G. Each entity shall be responsible for the preparation, publication and Spanish translation of its own Notice and Order of Elections.
- H. The city of Devine shall be responsible for obtaining HAVA-complaint voting systems which will be used by the entities in their respective elections.
- I. Voting equipment to be used at the common polling location will be provided as required by state and federal law.
- J. The joint tabulation of the precinct results shall be in a manner to facilitate the independent canvass of returns by the two entities.

II. Election Judge, Officer, and Clerks

- A. That the implementation, conduct and management of joint elections shall be by the City Secretary, City of Devine. The City Secretary, City of Devine, is hereby designated as the Chief Election Official and Joint Early Voting Clerk for the two entities. The implementation, conduct and management of the election shall include, but not be limited to:
 - i. The securing and supervision of qualified individuals to serve as election judges and clerks for each polling place.
 - ii. The securing of the election materials and supplies requisite to the proper administration of the elections, and the programming and preparation of DRE voting equipment to be used.

- iii. The City Secretary, City of Devine, will be responsible for the conduct of joint early voting by personal appearance and by mail, with the Devine City Hall serving as the location for early voting by personal appearance unless otherwise agreed by the Parties.
 - iv. City Secretary shall serve as general custodian of election records.
- B. Compensation for Election Workers: each election judge will receive \$15.00 per hour, Alternate Judges will receive \$14.00 per hour, and clerk(s) will receive \$13.00 per hour, plus overtime in accordance with federal law.
- i. Pursuant Section 32.091 of the Texas Election Code, an election judge or clerk may not be paid more than two hours of work before the polls open. In a precinct in which voting machines are used, a judge or clerk may not be paid more than two hours of work after the time for closing the polls or after the last voter has voted, whichever is later.
 - ii. Meal Expenses. Each election judge and clerk shall be paid a per diem rate for breakfast and lunch meal expenses on any day they work eight (8) hours or more at a polling location, in accordance with the meal expense rates established by the U.S. General Services Administration. Such is to be payable only upon timely submission to the City of receipts for reimbursement. To be considered timely, receipts for reimbursement must be submitted no later than sixty (60) days following the date of the expense.

III. Early Voting

- A. Early voting shall be conducted by personal appearance and by mail as required by state and federal law. The Joint Early Voting Clerk shall be the City Secretary. The Joint Early Voting Clerk shall appoint deputy early voting clerks to assist them at the early voting polling place. The main early voting polling place by personal appearance shall be the Devine City Hall, 303 S. Teel, Devine, Texas 78016 unless otherwise agreed by the Parties.
- B. City employees who serve as election workers in any capacity shall be compensated pursuant to Part II, Section B of this Agreement.

IV. Election Day

Voting on election day shall be at the Devine City Hall unless otherwise agreed by the Parties. The duties and services of the City and the District shall be as outlined in this agreement.

V. Joint Election Costs: Payment

- A. Election expenses incurred as the result of the services rendered by the City shall be apportioned as follows:
 - i. City of Devine will first fund all costs in full, other than the publication of each entity's Notice of Election.
 - ii. Devine ISD will reimburse the City of Devine for certain costs as follows:
 - a) One-half (1/2) of the cost of early voting.
 - b) One-half (1/2) of the cost of publication of all jointly required notices.
 - c) One-half (1/2) of the costs of the programming, rental of DRE voting equipment, election supplies, election worker training session, Early Ballot Board, Central County Station, and the tabulation supervisor and data processing manager.
 - iii. The entities will share equally all other costs incurred for the joint election.
- B. Cancellation. In the event any of the Participating Entities cancels their election because of unopposed candidates under Subchapter C of Title 1 of the Texas Election Code, the remaining Entity shall be responsible for 100% of the election costs incurred after the date of cancellation.
- C. All funds expended by each Entity shall be from current revenues.

VI. General Provisions

- A. Communications. Throughout the term of this Agreement, the Participating Entities will engage in ongoing communications concerning the conduct of an election and discuss and resolve any problems which might arise.
- B. Effective Date. This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities.

VII. Miscellaneous Provisions

- A. Venue and Choice of Law. The Entities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Medina 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.

- B.** 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 agreement, including prior election services contracts relating to each Entity's elections. 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 this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- C.** Severability. If any provision of this 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; the Parties 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.
- D.** Breach. In the event that any Participating Entity or County 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. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Entity is entitled under statutory or common law.
- E.** 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.
- F.** Mediation. When mediation is acceptable to both 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 parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications with the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties 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.
- G.** 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 any Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Entity.

- H. 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.

- I. Termination. In the event that all positions in the DISD or City of Devine election are uncontested, and no proposition is presented for vote, that party shall have the right to withdraw from and termination this agreement by notification of other party in writing. In that event, that party would not share in any cost of election operations, except fees accrued and expenses incurred prior to receipt of a written notice of termination by the party incurring such fees or expenses.

IN TESTIMONY WHEREOF, the Participating Entities have executed this Agreement in multiple copies, each of equal dignity, on this _____ day of _____, 20__.

 Dr. Todd Grandjean, Superintendent

 Date

CITY OF DEVINE

 Butch Cook, Mayor

ATTEST:

 Dora V. Rodriguez, City Secretary