

**BOARD OF TRUSTEES  
AGENDA**

<input type="checkbox"/> Workshop	<input 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 8, 2022. 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 \$55,000.00 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.



# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

**To:** Samuel Mijares, Superintendent

**From:** Ismael Mijares, Deputy Superintendent for Business & Finance

Ismael  
Mijares  
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**Date:** March 30, 2022

**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 8, 2022 Joint Election. This agreement was approved by the Maverick County on Tuesday, March 22, 2022 and by the Maverick County Hospital District on Thursday, March 23, 2022. The following have been included in the Joint Election Agreement:

- The November 8, 2022 Uniform Election will include a Saturday Early Voting Day, October 29, 2022 from 8:00 am to 5:00 pm. The November 8, 2022 Uniform Election includes twelve (12) voting days (page 2).
  - 1) Monday-Friday, October 24, 2022 through November 4, 2022 (8:00 am to 5:00 pm-10 Days)
  - 2) Saturday, October 29, 2022 (8:00 am to 5:00 pm-1 Day)**
  - 3) Tuesday, November 8, 2022 Election Day (7:00 am to 7:00 pm-1 Day)
- The cost estimate on Page 13 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 beginning October 10, 2022 through October 21, 2022 will be provided by Maverick County (Exhibit B).
  - 3) 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 8, 2022 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 on Tuesday, November 8, 2022 (the “County General Election”);

**WHEREAS**, the Maverick County Hospital District (“Hospital District” or “MCHD”) will hold a General Election on Tuesday, November 8, 2022 (the “Hospital District’s General Election”);

**WHEREAS**, the Eagle Pass Independent School District (“EPISD”) will hold a General Election on Tuesday, November 8, 2022 (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 subdivisions, 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 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 Elections 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 8, 2022, (“Election Day”), jointly for the voters in Maverick County.

## II. ELECTION OFFICER

The Entities hereby appoint Teodoro Roy Schmerber, 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 Teodoro Roy Schmerber, Maverick County Elections Administrator, as the Early Voting Clerk for the Joint Election. Early voting for the Entities shall be conducted Monday through Friday, beginning Monday, October 24, 2022, through Friday, November 4, 2022, from 8:00 a.m. to 5:00 p.m., and on Saturday, October 29, 2022, from 8:00 a.m. to 5:00 p.m., at the City of Eagle Pass Multipurpose Building, 480 S. Adams St., Eagle Pass, TX 78852, 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, Teodoro Roy Schmerber, 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 election 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 **Teodoro Roy Schmerber**, 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 and an alternate 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 the 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, **Teodoro Roy Schmerber**, shall maintain a return center on Election Day for the purpose of receiving returns for the Joint Elections. Mr.

Schmerber 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. Schmerber 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, but not in violation of Election Code requirements, 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 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, subject to Election Code requirements, 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, Teodoro Roy Schmerber.
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 the 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 County, 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*. Each Participating Entity'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 necessarily 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.
4. In the event that an election is uncontested and is therefore cancelled by a participating entity as required by law, the entity shall not be liable for the election costs that would have been attributable to the entity had the entity's cancelled election taken place.



## 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. The Elections Administrator shall provide a copy of the Notice of Election to be published in the newspaper upon request of any entity. 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. Schmerber, 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 293<sup>rd</sup> 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. Schmerber 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 may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

<b><u>MAVERICK COUNTY</u></b>	<b><u>EAGLE PASS ISD</u></b>	<b><u>MAVERICK COUNTY HOSPITAL DIST.</u></b>
Teodoro Roy Schmerber	Ismael Mijares	Alma Martinez
County Elections Admin.	Elections Admin.	CEO, Hospital District
501 E. Main St., Ste. B	587 Madison St.	3406 Bob Rogers Dr., Suite # 230
Eagle Pass, TX 78852	Eagle Pass, TX 78852	Eagle Pass, TX 78852

**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 under 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 8, 2022, 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**

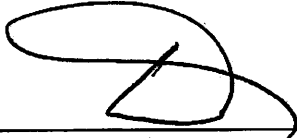
When mediation is acceptable to all parties in resolving a dispute arising under this Agreement, the parties agree to use mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both 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.

**M. 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**

By:   
\_\_\_\_\_  
*David Saucedo, County Judge*

By:   
\_\_\_\_\_  
*Teodoro Roy Schmerber, Elect. Admin.*

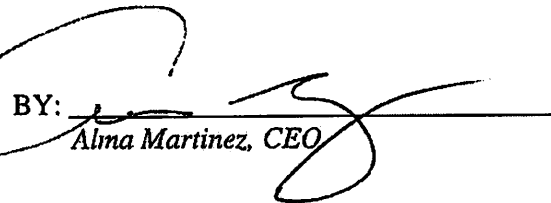
Date of County Approval: 3/24/22

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

BY: \_\_\_\_\_  
*Jorge Barrera, President*

Date of EPISD  
Approval: \_\_\_\_\_

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

BY:   
\_\_\_\_\_  
*Alma Martinez, CEO*

Date of Hospital District  
Approval: 3/30/22

**Exhibit "A"**

**[Early Voting & Election Day Poll Locations]**

*(Subject to change should unforeseen circumstances require)*

**LOCATIONS OF POLLING PLACES ON ELECTION DAY:**

*(UBICACIONES DE LAS CASILLAS ELECTORALES EN ELECCIONES DÍA:)*

<b>SCHOOL ELECTION PRECINCTS</b>	<b>COUNTY ELECTION PRECINCTS</b>	<b>POLLING PLACES ON ELECTION DAY—November 8<sup>th</sup></b>
<i>Precintos Electorales de la Escuela</i>	<i>Precintos Electorales del Condado</i>	<i>Casillas Electorales para Votantes 08 de Noviembre de 2022</i>
1	1A & 1B	<b>Salon de Colores</b> 2055 Williams St., Eagle Pass, TX 78852
2	1C .....	<b>Memorial Junior High School (Gym)</b> 1800 Lewis St., Eagle Pass, 78852
3	1D	<b>Salon Perfecto Socorro (Church)</b> 585 Alamo St., Eagle Pass, 78852
4	2A .....	<b>San Luis Elementary School (Cafeteria)</b> 2090-A Williams St., Eagle Pass, 78852
5	2B .....	<b>Ray H. Darr Elementary School (GYM)</b> 1996 Eidson Rd., Eagle Pass, 78852
6	2C .....	<b>Rosita Valley Elementary School (GYM)</b> 735 Rosita Valley Rd., Eagle Pass, 78852
7	2D .....	<b>El Indio Community Center</b> 115 West Texas Blvd., El Indio, 78860
8	2E	<b>International Center for Trade</b> 3295 Bob Rogers Dr. Eagle Pass, 78852
9	3A .....	<b>Glass Elementary School (GYM)</b> 1501 Boehmer Ave., Eagle Pass 78852
10	3B .....	<b>Seco Mines Elementary School (GYM)</b> 2900 Diaz St., Eagle Pass, 78852
11	3C .....	<b>Quemado Community Center</b> 20160 N. US Hwy 277, Quemado, 78877
12	4A .....	<b>Maverick County Courthouse</b> 500 Quarry St., Eagle Pass, 78852
13	4B .....	<b>Eagle Pass High School (Girls GYM)</b> 2020 Second St., Eagle Pass, 78852
14	4C .....	<b>St. Joseph Catholic Church Parish Hall</b> 800 Comal St., Eagle Pass, 78852
15	4D .....	<b>Old EPISD Central Office (Board Room)</b> 1420 Eidson Rd., Eagle Pass, 78852

**EARLY VOTING**  
**(VOTACIÓN TEMPRANA)**

**EARLY VOTING BY PERSONAL APPEARANCE will be conducted at the following location, dates and times:**

*(LA VOTACIÓN TEMPRANA EN PERSONA se llevará a cabo en la ubicación con las fechas y las horas siguientes:)*

**City of Eagle Pass Multipurpose Building**  
*Edificio Multiuso de la ciudad de Eagle Pass*  
**501 E. Main St., / Calle sur 501 E. Main, la suite "B"**  
**Eagle Pass, TX 78852**

**Dates and Hours for Early Voting: / (Fechas y horas de votaciones temprana:)**

**Monday through Friday / (de lunes a viernes)**

**October 24, 2022 – November 4, 2022**

*(24 de octubre de 2022 al 4 de noviembre de 2022)*

**8:00 a.m. – 5:00 p.m.**

**and Saturday, October 29, 2022 / (y el sábado, el 29 de octubre de 2022)**

**8:00 a.m. – 5:00 p.m.**

**[No voting on Sundays and legal holidays.]**

*[No se llebaran acabo votaciones los domingos y días festivos oficiales.]*

**Applications for ballot by mail shall be mailed to:**

*(Las solicitudes de boleta por correo se enviarán por correo a:)*

**Teodoro Roy Schmerber**

**Early Voting Clerk**

**501 E. Main St., / Calle sur 501 E. Main, la suite "B"**

**Eagle Pass, TX 78852**

**Applications for ballots by mail must be received no later than the close of business on October 28, 2022.**

*(Las solicitudes de boletas por correo deben recibirse a más tardar al cierre de operaciones el 28 de octubre de 2022.)*

**Exhibit "B"**  
*(from Paragraph VII (1), page 6)*

Estimated Cost of Election. . . . .	<u>\$160,000.00</u>
Estimated Cost of Election for each entity in Joint Election with County. . . . . <i>(based on 3-party joint election)<sup>1</sup></i>	<u>\$53,333.33</u>
75% of Estimated Cost Due from District and Hospital District, Respectively, Prior to Election Services . . . . .	<u>\$39,999.99</u>
Balance of Estimated Cost from District and from Hospital District, Respectively . . . . .	<u>\$13,333.35</u>

**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.**

**In the event that an election is uncontested and is therefore cancelled by a participating entity as required by law, the entity shall not be liable for the election costs that would have been attributable to the entity had the entity's cancelled election taken place.**

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<sup>1</sup> 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 8, 2022  
Uniform Election Timeline**

**SUBJECT TO CHANGE**

<b>Date</b>	<b>Election Code Section</b>	<b>Action</b>
Thursday, March 24, 2022		Maverick County Commissioners Court approved Joint Election Agreement between Maverick County, Maverick County Hospital District and Eagle Pass ISD.
Wednesday, March 30, 2022		Maverick County Hospital District approved Joint Election Agreement between Maverick County, Maverick County Hospital District and Eagle Pass ISD.
Tuesday, April 12, 2022		EPISD Board of Trustees to approve Election Order for the November 8, 2022 Uniform Election to include a Saturday Early Voting from 8:00 am to 5:00 pm on October 29, 2022 at the April 12, 2022 Regular School Board Meeting .
Tuesday, April 12, 2022		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 8, 2022 Uniform Election to include a Saturday Early Voting from 8:00 am to 5:00 pm on October 29, 2022 at the April 12, 2022 Regular School Board Meeting. All entities participating in the election will pay an equal share of the election costs.
Thursday, June 23, 2022		Deadline to post Notice of Candidate Filing Deadline for EPISD Board of Trustees at the District Service Center Bulletin Board.
Saturday, July 23, 2022	11.055 & 130.082	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 25, 2022 between the hours of 8:00 am to 12:00 pm and 1:00 pm to 5:00 pm.
Monday, August 22, 2022	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.
Monday, August 22, 2022	3.005	Last day EPISD Board of Trustees may order an election for the November 8, 2022 Uniform Election (no later than the 78th day before election day).
Monday, August 29, 2022		Conduct Ballot Position Drawing at the EPISD Service Center Board Room at 10:00 am.
Monday, August 29, 2022	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)



**Eagle Pass Independent School District  
November 8, 2022  
Uniform Election Timeline**

**SUBJECT TO CHANGE**

Date	Election Code Section	Action
Friday, September 9, 2022	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.
Sunday, October 9, 2022	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 10, 2022		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 10, 2022		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 10, 2022 through October 21, 2022.
Monday, October 10, 2022		Provide Sample Ballots to candidates at the Business & Finance Director's Office located at the EPISD Service Center on Monday, October 10, 2022.
Monday, October 10, 2022		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).
Tuesday, October 11, 2022		Last day to register to vote for the November 8, 2022 Uniform Election (last day to register to vote is 30 days prior to Election Day)
Tuesday, October 18, 2022		Last day to publish Notice of Election on the Eagle Pass ISD Website (21st day prior to Election Day)
Monday, October 24, 2022	85.001 (e)	First day of Early Voting as held for the Joint Elections at the Eagle Pass Multipurpose Center.
Friday, November 4, 2022	85.001 (e)	Last day of Early Voting as held for the Joint Elections at the Eagle Pass Multipurpose Center.
Tuesday, November 8, 2022	41.031, 12.004, 83.011 & 104.003	<i>Election Day as held by Maverick County at designated Precinct Poll Locations.</i>

**Eagle Pass Independent School District  
November 8, 2022  
Uniform Election Timeline**

**SUBJECT TO CHANGE**

<b>Date</b>	<b>Election Code Section</b>	<b>Action</b>
Wednesday, November 9, 2022		Eagle Pass ISD prepares and submits the following agenda items to be presented at the Tuesday, November 15, 2022 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 11, 2022	67.003	First day to Canvass Election Returns for the November 8, 2022 Uniform Election - no earlier than the 3rd day and no later than the 14th day after the election.
Tuesday, November 22, 2022	67.003	Last day to Canvass Election Returns for the November 8, 2022 Uniform Election - no earlier than the 8th day and no later than the 14th day after the election.