



Agenda of Special Meeting

The Board of Trustees Belton Independent School District

A Special Meeting of the Board of Trustees of Belton Independent School District will be held February 15, 2024, beginning at 5:00 PM in the Bronco Room, 400 N. Wall Street, Belton, TX 76513. One or more trustees may participate via video conference.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on the meeting notice.

1. **Call to Order**
2. **Public Comments on Agenda Items**
3. **Action**
 - A. Consider, Discuss, and Take Appropriate Action to Set Trustee Election for Saturday, May 4, 2024, and Approve the Order of Election 3
 - B. Consider, Discuss, and Take Appropriate Action Regarding a Contract with Bell County for Election Services for the May 4, 2024, Trustee Election 7
 - C. Consider, Discuss, and Take Appropriate Action Regarding a Joint Election Agreement with the City of Belton for the May 4, 2024, Trustee Election 13
4. **Closed Session**

A. Personnel - Texas Government Code, Section 551.074

B. Review and Discuss Candidate for the Position of Superintendent of Schools

C. Interview Candidate for the Position of Superintendent of Schools

5. Reconvene in Open Session

6. Adjourn

Belton Independent School District
Board of Trustee Meeting Agenda Item

February 15, 2024

Item: Consider, Discuss, and Take Appropriate Action to Set Trustee Election in Area 2, Area 4 for Saturday, May 4, 2024, and Approve the Order of Election

Considerar, Discutir y Tomar las Medidas Apropriadas para Establecer Elección de Síndicos para Área 2, y Área 4 para el sábado, 4 de mayo, del 2024, y Aprobar la Orden de Elección

Contact Person: Malinda Golden

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 1: Strengthen and support the engagement of all stakeholders in the pursuit of the BISD Vision.

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Meta 1: Fortalecer y apoyar la participación de todas las partes interesadas en la búsqueda de la Visión de BISD.

Meta 5: Maximizar nuestro uso de recursos tanto para las prioridades actuales como para los planes para el futuro.

Background Information:

In accordance with Election Code 3.005 and Board Policy BBB(LOCAL), the Board must approve an Order of Election and set the election date by the 78th day before Election Day, which is February 16, 2024. Election Day is Saturday, May 4, 2024.

Trustee positions for Areas 2 and 4 expire this year. Current trustees are Erin Bass (Area 2) and Chris Flor (Area 4).

The filing dates for the General Election are Wednesday, January 17, 2024, through Friday, February 16, 2024 by 5:00 pm.

Early Voting will be conducted Monday, April 22, 2024, through Tuesday, April 30, 2024.

In accordance with policy BBB(LOCAL), results of Board member elections will be determined by plurality. A copy of the Order of Election is attached.

De acuerdo con el Código 3.005 de Elecciones y la Póliza de Síndicos BBB(LOCAL), la junta de Síndicos debe aprobar una Orden de la Elección y fijar la fecha para la elección antes del 78 día del Día de Elecciones, que será el 16 de febrero del 2024. El día de Elección será el sábado, 4 de mayo del 2024.

Síndicos para Áreas 1 y 4 estarán disponibles para la elección de este año. Actualmente los Síndicos son Erin Bass (Área 2) y Chris Flor (Área 4).

Las fechas para presentar candidatura para la Elección Especial será el miércoles, 17 de enero del 2024, hasta el viernes, 16 de febrero del 2024 antes de las 5:00 pm.

Votación adelantada será el lunes, 22 de abril del 2024 hasta el martes, 30 de abril del 2024.

De acuerdo con la Póliza BBB(LOCAL), los resultados de la elección de los miembros de la Junta de Síndicos serán determinados por mayoría. Adjunto esta una copia de la Orden de Elecciones.

Fiscal Implications:

Belton ISD has contracted with Bell County for joint election services and will be invoiced for actual expenses incurred. Funds to pay for election expenses are included in the 2023-2024 budget.

Belton ISD ha contratado servicios electorales con el Condado de Bell y se le facturarán los gastos reales incurridos. Los fondos para pagar los gastos electorales están incluidos en el presupuesto del 2023-2024.

Administrative Recommendation(s):

Set the election and approve the Order of Election.

Fijar la elección y aprobar la Orden de la Elección.

ORDER OF GENERAL ELECTION FOR OTHER POLITICAL SUBDIVISIONS
ORDEN DE ELECCIÓN GENERAL PARA OTRAS SUBDIVISIONES POLÍTICAS

An election is hereby ordered to be held on May 4, 2024 for the purpose of voting on:

(Por la presente se ordena celebrar una elección el 4 de mayo del 2024 el propósito de votar sobre.)

Belton Independent School District Trustee Area 2
(Distrito Escolar Independiente de Belton Sindico de Area 2)

Belton Independent School District Trustee Area 4
(Distrito Escolar Independiente de Belton Sindico de Area 4)

Early voting by personal appearance will be conducted each weekday at:

(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

Belton ISD Pittenger Fine Arts Center, 400 North Wall Street, Belton, Texas
(Belton ISD Pittenger Fine Arts Center, 400 North Wall Street, Belton, Texas)

between the hours of 7:30 a.m. and 5:00 p.m. beginning on April 22, 2024 and ending on April 30, 2024.

(entre las 7:30 de la mañana y las 5:00 de la tarde empezando el 22 de abril de 2024 y terminando el 30 de abril del 2024.)

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Belton ISD
Attn: Elections
P O Box 269
Belton, Texas 76513

Becca Al-Ahmadi
Name of Early Voting Clerk *(Nombre del Secretario/a de la Votación Adelantada)*

400 N. Wall Street (PO Box 269)
Address *(Dirección)*

Belton, Texas 76513
City *(Ciudad)* Zip Code *(Código Postal)*

254-215-2002
Telephone Number *(Número de teléfono)*

bisdelections@bisd.net
Email Address *(Dirección de Correo Electrónico)*

<https://www.bisd.net/Page/1940>
Early Voting Clerk's Website *(Sitio web del Secretario/a de Votación Adelantada)*

Applications for Ballot by Mail (ABBM)s must be received no later than the close of business on April 23, 2024

(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el 23 de abril del 2024)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on April 23, 2024.

(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el 23 de abril del 2024)

Issued this 15th day of February, 2024.

(Emitida este día 15 de febrero, 2024.)

Signature of Presiding Officer
(Firma del Dirigente que Preside)

Signature of Board Member
(Firma de Sindico)

Belton Independent School District
Board of Trustee Meeting Agenda Item

February 15, 2024

Item: Consider, Discuss, and Take Appropriate Action Regarding a Contract with Bell County for Election Services for the May 4, 2024 Trustee Election

Contact Person: Malinda Golden

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 1: Strengthen and support the engagement of all stakeholders in the pursuit of the BISD Vision.

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

The Bell County Office of Elections Administration has provided a contract for election services for the May 4, 2024 trustee election. The proposed contract is attached which includes, but is not limited to, rental of voting equipment, programming, election supplies, technical support and repairs. Belton ISD will be responsible for all other aspects of administering the election to include preparation and publication of orders/notices, ballot language and election workers.

Fiscal Implications:

Belton ISD will be responsible for its specific contracted expenses and could also be invoiced a pro-rata share of the total of all costs incurred by Bell County in connection with services of elections of other entities held at the same time as planned for in the 2023-2024 budget.

Administrative Recommendation(s):

Approve contract with Bell County for election services as presented.



Bell County
The Office of Elections Administration
Dr. Desi Roberts, Elections Administrator

550 E. 2nd Ave
P.O. Box 1629
Belton, Texas 76513
254.933.5774
Fax 254.933.6754
Elections@BellCounty.Texas.gov
Voter.Registration@BellCounty.Texas.gov

CONTRACT SERVICES FOR THE MAY 4TH, 2024 (CITY AND SCHOOLS) ELECTIONS

THIS Contract for Election Services is between the Bell County Elections Administrator and political subdivisions, namely () located entirely or partially inside the boundaries of Bell County Elections Department. This is a General Service Contract and can be customized with specifics if both parties agree to certain required election services.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 281.002 and Texas Education Code Section 11.0581 for an election to be held on May 04, 2024, and administered by the specific political subdivision with requested services from **Dr. Desi Roberts, Bell County Elections Administrator**. This Contract supersedes any prior contracts and agreements to conduct election services between the Participating Authority and the Bell County Elections Office. Participating Authorities who desire to utilize Bell County Elections Services shall return this contract-signed application for the Political Subdivision Election outlining specific requests **on or before February 14, 2024**. Send all documents to jeannette.compean@bellcounty.texas.gov and desi.roberts@bellcounty.texas.gov. Throughout this period, open accessibility and communication shall be maintained.

RECITALS

WHEREAS, each Participating Authority who plans to hold an election on May 04, 2024;

WHEREAS, Bell County owns an electronic voting system, the Election System and Software (ES&S) EVS 6110 voting system, which includes the DS200 precinct scanner, and the ExpressVote ballot marking device and has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Bell County's electronic voting system, to compensate Bell County for such use, and to share in certain other expenses connected with the elections in accordance with the applicable provisions of Chapters 31 and 281 of the Texas Election Code, as amended, and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold their specific Election with particular services requested from the Bell County Elections Department in accordance with applicable provisions of the Texas Election Code and this Contract. The Participating Authorities coordinate, supervise, and operate all aspects of administering the Election. The Elections Administrator's services may include voting equipment rental, ballot/equipment programming (*if contracted*), supplies, repairs, and technical support. The List of Registered Voters would be provided without cost.

It is understood that other political subdivisions and districts may wish to participate in the use of Bell County's electronic voting system, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those outlined in this Contract. The Elections Administrator will provide voter registration checks and similar support to the polling sites.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for preparing, adopting, and publishing all required election orders, resolutions, notices, and other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances. All timelines and deadlines outlined in the *Election Law Calendar Advisory No. 2023-25: May 4, 2024 Election Law Calendar* and *June 15, 2024 Runoff Election Law Calendar*, will be enforced.

Preparation of the necessary materials for notices and the official ballot language shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.



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III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any concerns or deficiencies in their obligations under this Contract. The Elections Administrator may set a reasonable period to cure or obtain adequate assurance that any such issues or deficiencies will be timely addressed and corrected.

The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with Elections Administrator. Any Participating Authority failing to perform will reimburse Elections Administrator for additional costs and expenses to Bell County, including all costs associated with interference in conducting the election.

IV. VOTING LOCATIONS

The Participating Authority is responsible for all aspects of their voting locations. Voting locations shall comply with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA).

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will not, provide elections training for poll workers. The Participating Authority will take the necessary steps to ensure that all election judges appointed for the Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

The Elections Administrator may employ other personnel necessary to support the services for the election, including such part-time help, who will be compensated at the hourly rate set by Bell County in accordance with Election Code Sections 32.091, 32.092, 83.052 and 87.005 and reimbursed by the Participating Authorities.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The Elections Administrator will pay the actual cost of such third-person services and supplies and be reimbursed by the Participating Authorities.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange with the Participating Authority for all contracted voting equipment, including, but not limited to, Bell County's electronic voting system and voter registration lists. The Elections Administrator will conduct internal testing of the electronic equipment; this test shall not replace the requirement outlined by Chapters 128 and 129 of the Texas Election Code.

The Elections Administrator may agree to conduct equipment programming and receive reimbursement for ordering the election program from Participating Authorities. The Participating Authority shall conduct the official Logic and Accuracy testing outlined in the Texas Election Code.

VII. EARLY VOTING

The Participating Authorities are responsible for all aspects of conducting Early Voting in accordance with the Texas Election Code.

The Elections Administrator may receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail will be forwarded to the Participating Authorities immediately for processing.



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VIII. EARLY VOTING BALLOT BOARD

The Participating Authorities shall be responsible for all aspects of the Early Voting Ballot Board (EVBB) to process Early Voting results from the Election.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will not establish or operate a central counting station, therefore participating Authorities will be responsible for the tabulation and accumulation of vote totals.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE BELL COUNTY

Bell County Elections will consider conducting elections in territories outside of Bell County on a case-by-case basis.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such a runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within three business days of the original election.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election service costs, not including the voting equipment lease.

- a) **Election Costs.** Each Participating Authority's share of election costs will be a pro-rata share of the total of all costs incurred by the Elections Administrator in connection with the services of elections of other entities held at the same time as the election, i.e. (*Technicians, Hot Spot Cards, equipment delivery, printing supplies, etc.*).
- b) Each Participating Authority will be responsible for its specific contracted expenses (*equipment rentals or any other negotiated service.*)
- c) Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Bell County Commissioners Court has established the following prices for leasing county-owned voting equipment:
 - \$20.00 per day ExpressVote Ballot Marking Device
 - \$20.00 per day DS200 Precinct Scanner
 - \$20.00 per day Electronic pollbook.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Bell County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract for Election service should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Election services are contingent only with a direct contract with the Elections Administrator.

XIV. RECORDS OF THE ELECTION

The Participating Authority shall designate a general custodian of the voted ballots and all records of the Election as authorized by Section 281.010 of the Texas Election Code.



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XV. RECOUNTS OR CONTESTED ELECTION

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Bell County Treasurer and the Bell County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be designed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bell County, Texas.
4. In the event that one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this Contract.

XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The Elections Administrator will attach an itemized invoice with this Contract based on the expenses directly attributable to the services the Elections Administrator provides.

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE DAY OF _____, 2024.

ELECTIONS ADMINISTRATOR:

Dr. Desi Roberts, Elections Administrator

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2024.

PARTICIPATING AUTHORITY: Name of Participating Authority: _____

(By)Printed Name: _____

Signature/Title: _____



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TO: Participating Entities
FROM: Bell County Elections Administrator
RE: Estimated cost for the May 04, 2024, Elections
DATE: 01.10.2024

ITEMIZED EXPENSES

Description	Unit Price	Amount
Administrative Fee	\$ 1000.00	\$ 1000.00
Poll Presiding and Alternate Judges	86 x \$17.00 avg. x wk. Hrs.	\$ 00
Poll Workers (Clerks)	190 x \$15.00 avg. x wk. Hrs.	\$ 00
Technicians <i>(if requested)</i>	5 x (\$15 avg((OT)). x 20 Hrs.	\$ 1500.00 (CS)
Polling Site Rental	N/A	\$ 00
Public L&A Test legal notice publication	N/A	\$ 00
Equipment Delivery	4 x \$30 avg. X 8 hours	\$ 960.00 (CS)
ELECTION EQUIPMENT		
Use of DS850 tabulating equipment as per TEC Sec.'s 214.044, 215.002	\$ 5000.00	\$ 00
AT&T/Verizon Hot Spot Cards (\$60 x ePollbooks)	\$ 60.00 each	\$ TBD
ELECTION PROGRAMMING (for 625 election equipment)		
Candidate/Responses @ \$8.40	REQUESTS	TBD
ExpressVote ENG Candidates / Yes-No @ \$10.75		TBD
ExpressVote ENG Contest/Issues @ \$17.85		TBD
ExpressVote SPA Candidates / Yes-No @ \$10.75		TBD
ExpressVote SPA Contest/Issues @ \$17.85		TBD
Media Burn: Flashcards @ 5.00 each (250)		TBD
ExpressVote ENG/SPA Props/Amends @ \$42.10		TBD
Use of DS200 (without programming)	\$ 20.00 each (per day)()	
Use of Electronic Poll Books (without programming)	\$ 20.00 each (per day)()	
Use of ExpressVote (without programming)	\$ 20.00 each (per day)()	
Technical Support (2 days) (ES&S) for Central Count Station	\$ 5,000.00	\$ 00
BALLOTS		
Official Election Day Ballots - Absentee	\$ 0.26 ()	TBD
Official Election Day Ballots - Election Day	\$ 0.26 ()	TBD
Official Election Day Ballots - Coding	\$ 0.26 ()	TBD
Official Election Day Ballots - Sample	\$ 0.26 ()	TBD
Official Election Day Ballots - Test	\$ 0.26 ()	TBD
Printing Supplies <i>(Outsource)</i>	\$ 200.00	\$ 200.00 (CS)
Ballot Card Stock (0.1050 per)	EV: ED:	TBD
Flat Fee for Supply Kits (EV: 7, ED: 42) \$25	\$	TBD
Elections Sites Supply Kits <i>(EV: \$70 x # of sites & ED: \$70 x # of sites)</i>	\$	TBD
Postage for Ballot By Mail	00	\$ 00
Shipping & Handling	\$ 100.00	\$ 100.00 (CS)
	Amount Due	\$ TBD

CS: Cost Sharing with all Entities; TBD: To be determined (quantity based on ballot requirement)

Belton Independent School District
Board of Trustee Meeting Agenda Item

February 15, 2024

Item: Consider, Discuss, and Take Appropriate Action Regarding a Joint Election Agreement with the City of Belton for the May 4, 2024 Trustee Election

Contact Person: Malinda Golden

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 1: Strengthen and support the engagement of all stakeholders in the pursuit of the BISD Vision.

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

The City of Belton has provided a joint election agreement for the May 4, 2024 election. The attached proposed agreement outlines the responsibilities of each party. This agreement establishes a shared election day location for the convenience of voters. 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, and in Texas Education Code, Section 11.0581, it would encourage greater voter participation and be convenient to the voters of the City and the District to hold a joint election in the election precincts that can be served by common election day polling places insofar as possible. If the City declares its election to be canceled, this agreement would be terminated, and Belton ISD would be responsible for the conduct of its own election.

Fiscal Implications:

None.

Administrative Recommendation(s):

Approve the joint election agreement with the City of Belton as presented.

**AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN
THE CITY OF BELTON, TEXAS, AND
THE BELTON INDEPENDENT SCHOOL DISTRICT
ON THE MAY UNIFORM ELECTION DATE**

WHEREAS:

1. The City of Belton, Texas (“City”) and the Belton Independent School District (“District”) wish to order and hold a joint election on May 4, 2024, which is a uniform election date; 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. A provision of the Texas Education Code, Section 11.0581, 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; and
5. It would encourage greater voter participation and be convenient to the voters of the City and the District to hold a joint election in the election precincts that can be served by common election-day polling places insofar as possible.

NOW, THEREFORE, pursuant to Chapter 31, and Sections 271.002, and 271.003 of the Texas Election Code, Section 11.0581 of the Texas Education Code and Chapter 91 of the Texas Government Code, the Joint Election Agreement set form below is entered into by and between the Participating Entities acting by and through their respective governing bodies, as follows:

I. Scope of the Election Agreement

- A. The City and the District will share a common election-day polling location for the joint election as follows:

Harris Community Center (City in Evans Room, District in Kinchion Room)
401 N. Alexander
Belton, Texas 76513

Each Entity will have separate ballots but will pool other resources as outlined in this Agreement.

- B. 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.
- C. Each of the Entities shall be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice. Each of the Entities shall be individually responsible for posting and publishing its election notices.
- D. Each Entity shall be individually responsible for obtaining the appropriate election equipment which will be used by the Entities in their respective elections.

II. **Election Workers**

Each Entity shall appoint its own election workers and shall individually be responsible for payment of wages for such workers.

III. **Early Voting**

Each Entity shall be individually responsible for conducting its own early voting.

IV. **Election Day**

The Entities will share the common election-day voting location as provided in this Agreement. Each Entity will conduct its own respective election at the joint election-day polling location.

V. **Joint Election Costs: Payment**

- A. **Costs.** The City will provide the District access to the common election-day polling location set out herein at no charge. However, each Entity remains responsible for all costs associated with its respective elections only.

All funds expended by each Entity will be from current revenues.

- B. **Cancellation.** In the event any of the Participating Entities cancels their election because of unopposed candidates under the Texas Election Code, the remaining Entity shall be responsible for its respective election, including all associated costs.

VI. **General Provisions**

- A. **Communications.** Throughout the term of this Agreement, the Participating Entities will engage in ongoing communications concerning the conduct of the

Joint Election and discuss and resolve any problems which might arise regarding the Joint Election.

- B. Effective Date. This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities.
- C. Custodian of Records. Each Participating Entity will serve as their individual custodian for purposes of election records as required by law. Each Participating Entity shall appoint a qualified person to act as Custodian of Records for the Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
- D. Term and Termination of Agreement. This Agreement will become effective upon complete execution by the City and the District, and will remain in full force and effect until all functions related to the election on May 4, 2024, have been completed.

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 Bell 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 agreements, including prior election services contracts relating to each Entity's May 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 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; 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.
- D. Breach. In the event that any 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. 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 within 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.

IN TESTIMONY WHEREOF, the Participating Entities have executed this Agreement in multiple copies, each of equal dignity, on this the _____ of _____, 2024.

CITY OF BELTON, TEXAS

Sam A. Listi, City Manager

ATTEST:

Amy M. Casey, City Clerk

BELTON INDEPENDENT SCHOOL DISTRICT

Malinda Golden, Acting Superintendent

ATTEST:

Becca L. Al-Ahmadi, Executive Assistant to Superintendent