

**JOINT ELECTION AGREEMENT
BETWEEN
POST INDEPENDENT SCHOOL DISTRICT
AND GARZA COUNTY, TEXAS**

WHEREAS, Post Independent School District ("District") and Garza County ("County") (collectively "Parties") are each political subdivisions of the State of Texas;

WHEREAS, Texas Election Code §41.001 sets forth uniform election days ("Election Day");

WHEREAS, Garza County intends for the County to hold a regular election on November 6, 2012, an uniform Election Day;

WHEREAS, Post Independent School District's Board of Trustees intends for the District to hold a special bond election on November 6, 2012, a uniform Election Day;

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

WHEREAS, Texas Election Code §271.003 allows political subdivisions to utilize common polling places outside the boundary of a political subdivision if the location can adequately and conveniently serve voters and facilitate the orderly conduct of the election; and,

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

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

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

1. Scope

- a. This Agreement governs the conduct of the County's election and the District's special bond elections, which are to be held on November 6, 2012, a uniform Election Day.

2. Legal Documents

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

3. Polling Places

- a. As permitted by §271.003, and as set forth in the Parties' election orders, Joint Election Day voting shall be held at.

Polling Place 1: Fellowship Hall (rear entrance)
Presbyterian Church
910 W. 10th St.
Post, TX 79356

Polling Place 2: Main Street Entrance
Post Community Center
113 W. 10th St.
Post, TX 79356

Polling Place 3: Community Room
Citizens Bank
201 N. Broadway
Post, TX 79356

Polling Place 4: Community Room
Wells Fargo Bank
216 W. Main
Post, TX 79356

Polling Place 5: Superintendent's Office
Southland ISD
190 8th St.
Southland, TX 79364

Polling Place 6: Northridge Entrance
Lake Alan Henry Fire Station
2699 FM 3519
Justiceburg, Texas 79330

4. Supplies

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

5. Expenses

- a. All joint election expenses incurred under this Agreement shall be split 50/50, unless otherwise set forth herein. Expenses to be split evenly, except in the event of cancellation as described below, include, but are not limited to: compensation for election judges and clerks, fees related to the electronic voting systems (or as set forth in the Parties' rental agreement with the County), and joint election supplies, if any.
- b. The Parties shall not split costs related to notices, newspaper publishing, translations of documents, and legal fees incurred, unless otherwise set forth herein, as those costs shall be borne by the Party incurring same.
- c. If a Party cancels its election, it shall be responsible only for its prorated share of expenses incurred through the date of cancellation.
- d. In the event of cancellation by one Party, the remaining Party shall be responsible for all election expenses it incurs following the cancellation of an election by a Co-Party, including compensation for election judges and clerks, and fees related to the electronic voting systems (unless otherwise set forth in the Parties' agreement with the County).

6. Cancellation

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

7. Election Officers

- a. Section 271.005 of the Texas Election Code authorizes election officers to serve as joint election officers if that person is eligible to serve as an election officer for the election of any of the participating political

subdivisions. The Parties shall select election officers jointly, and in accordance with §271.005.

- b. The Parties shall ensure the joint election officers are properly trained.

8. Compensation of Judges & Clerks

- a. Election judges and clerks shall be compensated in accordance with Texas Election Code § 271.013 and Chapter 32, Subchapter E.
- b. Expenses related to the compensation of Judges and Clerks shall be paid as described in Section 5 above.

9. Logic and Accuracy Testing (EC Sec. 127.096)

- a. The expenses related to the advertising of the test and any other related activity split evenly.

10. Early Voting

- a. Early voting shall be conducted jointly at the following location(s):

Garza County Clerk's Office
First Floor
300 W. Main St.
Post, TX 79356

- b. Each party shall be responsible for conducting Early Voting by mail separately.

11. Method of Voting

- a. Paper and/or electronic voting systems may be used for the joint election, as permitted by Texas Education Code §271.0071.

12. Ballots

- a. Each Party shall be responsible for preparing language for its respective ballot.
- b. The Parties shall be responsible for their pro rata costs associated with the paper ballots.
- c. Garza County shall be responsible for preparation of all ballots, but the District shall provide to the County its proposition language within Seven days of calling its Special Bond Election.

13. Ballot Boxes

- a. The Parties shall use the same ballot boxes at the agreed polling place(s).

14. Canvassing

- a. Canvassing shall be conducted separately.

15. Recounts

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

16. Election Records Retention

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

17. Order, Resolution, or Other Official Action

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

18. Agreement Preservation

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

19. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Garza County, Texas.
- b. The Parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- c. In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- d. Any amendment of this Agreement shall be of no effect unless in writing and signed by all Parties hereto.
- e. Either Party may terminate this Agreement by giving written notice to the other Party.
- f. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.
- g. By entering this Agreement, the parties authorize and direct the County Clerk and Superintendent to execute any amendment or supplement to this Agreement, and to take such further actions and execute such other documents as are necessary to effectuate the actions that are contemplated by this Agreement to conduct a joint election, whether or not expressly authorized herein.

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GARZA COUNTY

Lee Norman, County Judge

**POST INDEPENDENT SCHOOL
DISTRICT**



Mike Holly, President, Board of Trustees
Post Independent School District