

**JOINT ELECTION AND ELECTION SERVICES AGREEMENT
BETWEEN
THE CLAUDE INDEPENDENT SCHOOL DISTRICT,
THE CITY OF CLAUDE,
AND ARMSTRONG COUNTY**

Pursuant to Texas Election Code Chapter 271, Claude Independent School District, the City of Claude, Texas, and Armstrong County (collectively the "Participating Entities") enter into the following agreement for the purpose of establishing their mutual responsibilities for conducting a joint election on the 2022 May Uniform Election Date.

RECITALS

WHEREAS, the Claude Independent School District ("School District"), the City of Claude ("City") and Armstrong County ("County") are political subdivisions of the State of Texas;

WHEREAS, Texas Education Code §11.0581(a) requires that an election for trustees of an independent school district be held on the same date as the election for the members of the governing body of a municipality located in the school district or the general election for state and county officers;

WHEREAS, Texas Education Code §11.0581(b) requires that School District trustee elections under §11.0581(a) be conducted jointly, in accordance with Chapter 271 of the Election Code, with a municipality located in the school district or a county conducting its general election;

WHEREAS, the City is a municipality located in the School District;

WHEREAS, the County's boundaries overlap the boundaries of the City and the School District

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, the governing bodies of the School District, the City and the County desire to hold a joint election on the May Uniform Election Date as set forth in this Joint Election and Election Services Agreement; and

WHEREAS, the City, the School District, and County serve common electors, and it would be to the benefit of the Participating Entities, and the citizens and voters thereof, to hold 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 and Election Services Agreement (“Agreement”) set forth below is entered into by and between the City, acting by and through its City Council, the School District, acting by and through its Board of Trustees, and the County, acting by and through its County Commissioners Court:

1. Scope

- a. The Participating Entities will hold elections on the 2022 May Uniform Election Date jointly for those voters residing in the City, the School District, and Armstrong County.

2. Legal Documents

- a. The Participating Entities 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. If required, each Participating Entity shall prepare and tender a pre-clearance submission to the Department of Justice, as required by the Voting Rights Act.

2. Polling Places

- a. Election Day voting shall be held at the following joint polling place:

Armstrong County Courthouse
100 Trice St., 2nd Floor
Claude, Texas 79019

or at such other polling places established by the County, as permitted or required by law.

- b. It is the mutual responsibility of the County to ensure that each election day polling place complies with current accessibility standards as set forth in the Americans with Disabilities Act and any state or local laws or ordinances.

3. Supplies

- a. The County shall be responsible for ordering election supplies and prorating the cost equally to the Participating Entities.

4. Expenses

- a. Joint election expenses incurred under this Agreement shall be split evenly among the Participating Entities holding a joint election, unless otherwise set forth herein. "Joint election expenses" shall mean building rental fees, janitor fees, and any other fees charged by Armstrong County arising from the joint election of the Participating Entities. Any other expenditure not set forth in this paragraph or otherwise set forth in the Agreement shall be paid by the respective Participating Entity incurring the expenditure.
- b. The Participating Entities 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 Participating Entity incurring same.

5. Cancellation

- a. Any Participating Entity may cancel its election as permitted by Texas Election Code §§ 2.051–.056. In the event of cancellation, the cancelling Participating Entity is relieved from its joint election obligations, including payment of all joint election expenses unless such expenses arise prior to cancelation of its election or otherwise set forth herein.

6. Responsibilities of Armstrong County

Armstrong County shall be responsible for performing the duties and performing the services associated with an election for those resident voters of Armstrong County, Claude Independent School District, and the City of Claude, including but not limited to the following:

- (a) Recommend and confirm all early voting polling place locations. Days and hours for early voting on weekdays and weekends will be those days and hours provided by the County, and in accordance with State law.
- (b) Agree to receive and process requests for Early Voting by Mail.
- (c) Contact the owners or custodians of county-designated polling places and arrange for their use in the Election.
- (d) Procure and distribute all necessary election kits and supplies.
- (e) Procure all necessary voting machines and equipment, transport machines and equipment to and from the polling places, and prepare the voting machines and equipment for use at the polling places.

- (f) Notify the election judges of the date, time, and place of the election and arrange for a facility for holding the election.
- (g) Appoint the presiding officers of the early ballot board for processing ballots cast during early voting.
- (h) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment.
- (i) Publish the legal notice of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.
- (j) Serve as the Joint Custodian of Records ("Joint Custodian") for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes and securing of electronic votes for the period for preservation required by the Election Code.
- (k) Provide its Elections Division staff and offices to administer the Joint Election under the direction of the County Clerk.
- (l) Provide and post a sample ballot, whether separate or joint, as may be required by law.
- (m) Provide the name, mailing address and e-mail address of the County's election judges and alternate election judges, who shall be appointed by the Participating Entities.
- (n) Post the Notice regarding the District's Trustee Election on the County's website, in a prominent location at all polling places during early voting and on Election Day.

7. Election Officers

- a. The School District and City shall each appoint the same election officers as the County.
- b. The Participating Entities conducting a joint election shall share the cost of compensating the election officers and workers.
- c. The County shall ensure the 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.

9. Early Voting

- a. Early voting will be conducted jointly, at Armstrong County Clerk's Office, 100 Trice St., Claude, TX 79019.

- b. The County Clerk, Tawnee Blodgett, or her successor or designee, shall serve as Early Voting Clerk.

10. Method of Voting

- a. Paper and/or electronic voting systems may be used at the joint polling place, as permitted by Texas Education Code §271.0071.
- b. The County will enter into a separate agreement with an electronic voting system provider for the rental, programming, delivery, testing, set-up and removal of electronic voting machines, as needed. Said contract shall address the costs related to the machines, as well as training of election workers on the electronic voting machines. Any costs associated with such separate agreement shall be prorated by the County and paid equally by the Participating Entities.

11. Ballots

- a. Each of the Participating Entities will provide the appropriate ballot language in both English and Spanish for the races or propositions to be voted on by the qualified voters of that Participating Entity.
- b. The County will provide the School District and City a final proof of ballot language, as it is to appear on the ballot, for final approval.
- c. The County will provide a sample ballot to the School District and City. The ballots shall be printed in a timely fashion to be available for: posting on the School District's and County's website, Early Voting by mail, and for programming voting devices for Early Voting by personal appearance.

12. Ballot Boxes

- a. A joint ballot box shall be used.

13. Canvassing

- a. Canvassing shall be conducted separately.

14. Recounts

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

15. Election Records Retention

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

16. Order, Resolution, or Other Official Action

- a. The Participating Entities agree to state the terms of this Agreement in an order, resolution, or other official action adopted by the governing body of each Participating Entity, at a lawfully called meeting, as required by Texas Election Code § 271.002(d).

17. Agreement Preservation

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

17. 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 Participating Entities created hereunder are performable in Armstrong County, Texas.
- b. The Participating Entities 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. The Participating Entities authorize its respective City Manager, Superintendent and County Clerk to vary the terms of this Agreement, including polling places, as may be necessary to conform to applicable law or for the proper conduct of the joint election without further action by the governing body of any Participating Entity.
- e. Any amendment of this Agreement shall be of no effect unless in writing and signed by the Participating Entities hereto.
- f. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

THE CITY OF CLAUDE

By: Joe Marklay
Mayor

Date: 2/14/22

CLAUDE INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

Date: _____

ARMSTRONG COUNTY

BY: _____
County Clerk

Date: _____