

## JOINT ELECTION AGREEMENT

### FOR HAYS COUNTY LOCAL POLITICAL SUBDIVISIONS

This Joint Election Agreement (“Agreement”) is made and entered into by and between Local Political Subdivisions (“LPSs”) located within or partially within Hays County, Texas (the “County”).

**WHEREAS**, the undersigned local political subdivisions, collectively referred to hereafter as the “LPSs”, each anticipate holding election(s) from August 2017 to July 2018; and

**WHEREAS**, each of the LPSs is located partially or entirely within Hays County, Texas (the “County”); and

**WHEREAS**, Texas Election Code, Chapter 271, authorizes political subdivisions of the State of Texas to hold elections jointly in voting precincts if it will be of benefit to the citizens and voters thereof to be served by common polling places and elections are ordered by authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and

**WHEREAS**, 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.

**WHEREAS**, the County has contracted or is contracting with each LPS to conduct and provide election services for such LPS election(s) from August 2017 to July 2018; and

**WHEREAS**, the LPSs all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, services of election officials, and sharing precinct polling locations and election ballots where appropriate.

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

- I. **Scope of Joint Election Agreement.** The LPSs enter this Joint Election Agreement (“Agreement”) for the conduct of the elections to be held from August 2017 through July 2018.
- II. **Appoint Election Officer.** The LPSs appoint the Hays County Elections Administrator to serve as the Election Officer for each LPS in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2017 through July 2018.
- III. **Early Voting Polling Locations.** The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by all entities utilizing the polling location for their individual election contest.
- IV. **Election Day Polling Locations.** Election Day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each LPS. Those will be decided within one week after the last day to order an election.

- V. **Cost Sharing.** The LPSs agree to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services.
- VI. **Effective Date.** This Agreement becomes effective upon execution by the participating LPSs.
- VII. **Amendments.** This Agreement may not be amended or modified except in writing and executed by each LPS.

#### **COST SHARING – NOVEMBER UNIFORM ELECTION DATE**

- I. The following expenses will be shared equally by all LPSs holding an election including Hays County: the newspaper notice for the Logic and Accuracy Test of ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:
  - a. The county will bear 50 % of these election costs at each voting location. The remaining 50 % will be shared between the other entities associated with the polling place.
  - b. If there is no city election, the other entities associated with the polling place will split the remaining 50 % equally.
  - c. If there is no city, no ISD and no other jurisdiction on the ballot, the county pays 100 % of the cost.
  - d. If there is no county election on the ballot, then 100 % of the costs will be shared equally between all jurisdictions.
- III. It is acknowledged that cost sharing expenses will fluctuate depending upon the number of required polling locations, poll workers and number of entities sharing a polling place, as General Elections, held on even numbered years, typically require more resources than Constitutional Amendment elections, held on odd-numbered years.

#### **COST SHARING – MAY UNIFORM ELECTIONS**

- I. The following expenses will be shared equally by all LPSs holding an election including Hays County (when applicable): the newspaper notice for the Logic and Accuracy Test of ballots, consumable elections supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:
  - a. For polling locations conducting elections of the County: the county will bear 50 % of these election costs at each voting location. The remaining 50% will be shared between the other entities associated with the polling place.
  - b. If there is no city election, the other entities associated with the polling place will split the remaining 50% equally.

- c. If there is no city, no ISD and no other jurisdiction on the ballot, the county pays 100% of the cost.

If there is no county election on the ballot, then 100% of the costs will be shared equally between all jurisdictions.

A cost estimate for the LPS election will be submitted separately.

APPROVED BY GOVERNING BODY OF \_\_\_\_\_ in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and executed by its authorized representative.

By: \_\_\_\_\_

Name: R. Todd Webster, Mayor

Title: Mayor

**ACKNOWLEDGED BY:**

\_\_\_\_\_  
Jennifer Anderson  
Elections Administrator, Hays County, Texas

\_\_\_\_\_  
Date